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4                   **COMPREHENSIVE**  
5                   **GARBAGE, RECYCLABLES, AND**  
6                   **COMPOSTABLES COLLECTION SERVICES**  
7                   **CONTRACT**

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12  
13  
14                   **City of Normandy Park**  
15                   **and**  
16                   **Waste Management of Washington, Inc.**

17  
18                   **August 1, 2018 – July 31, 2028**



25  
26  
27

**Comprehensive Garbage, Recyclables, and Compostables  
Collection Services Contract**

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1 This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract  
2 (hereafter, "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (hereafter the  
3 "Date of Execution"), by and between the City of Normandy Park, a municipal corporation (hereafter  
4 "City"), and Waste Management of Washington, Inc. (hereafter "Contractor").  
5

6 **RECITALS**  
7

8 WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage,  
9 Recyclables, and Compostables collection services to all residents, businesses, and institutions located  
10 within the Service Area; and  
11

12 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City  
13 conducted a thorough and exhaustive competitive process; and  
14

15 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City  
16 had the right at any time during the process to reject any or all of the competitors, regardless of their  
17 proposals or prices; and  
18

19 WHEREAS, having completed the competitive process, the City has selected the best candidate to  
20 provide the services outlined in the competitive process; and  
21

22 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise  
23 necessary to perform the services as requested in the competitive process; and  
24

25 WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the  
26 competitive process and included below;  
27

28 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein  
29 contained, the City and Contractor do agree as follows:  
30

31 **AGREEMENT**  
32

33  
34 **1. DEFINITIONS**  
35

36 The following definitions apply to terms used in this Contract:  
37

38 **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection  
39 containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers,  
40 clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions,  
41 mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste  
42 does not include piles of debris, car parts, construction or demolition debris, any item that would be  
43 considered Hazardous Waste, or stumps.  
44

45 **Cart:** A Contractor-provided 20-, 32-, 64-, or 96-gallon wheeled Container with attached lid suitable for  
46 collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Cart sizes may  
47 vary up to eight percent (8%) in volume capacity from the stated sizes (e.g. 35, 60 and 90 gallon carts are

1 acceptable) and will be considered contract-compliant. Carts shall be rodent and insect resistant and  
2 kept in sanitary condition by the Contractor at all times.

3  
4 **Change of Control:** The term "Change of Control" means any single transaction or series of related  
5 transactions by which the beneficial ownership of more than 50% of the voting securities of the  
6 Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities,  
7 who as of the effective date of the Contract do not have such a beneficial interest; provided, however,  
8 that intra-company transfers, such as transfers between different subsidiaries or branches of the parent  
9 corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity  
10 owned or controlled by the Contractor upon the effective date of the Contract, and transactions  
11 effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall  
12 not constitute a Change in Control.

13  
14 **City:** The word "City" means the City of Normandy Park, in King County, Washington. As used in the  
15 Contract, use of the term "City" may include reference to the City Administrator or his/her designated  
16 representative. Where the context makes it apparent, references to staff, streets, rights-of-way,  
17 activities and things refer to the staff, streets, rights-of-way and activities of the City, and things  
18 belonging to or located within the City.

19  
20 **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental  
21 agencies, and all other users of commercial-type Garbage collection services.

22  
23 **Compostables:** Any organic waste material that is Source-separated for processing or composting, such  
24 as Yard Debris and Foodscraps generated by any Residential or Commercial customers. Shredded  
25 uncontaminated paper shall be accepted as a Compostable material.

26  
27 **Contractor:** Waste Management of Washington, Inc., which has contracted with the City to collect,  
28 transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and  
29 Compostables.

30  
31 **Container:** Any Micro-can, Food Mini-can, Garbage Can, Cart, Detachable Container, or Drop-box  
32 Container used in the performance of this Contract.

33  
34 **Contract:** Refers to this contract for comprehensive garbage, recyclables and compostable collection  
35 services.

36  
37 **Contract Term:** Refers to the term of this Contract as provided for in Section 2.

38  
39 **County:** King County in Washington State.

40  
41 **Curb or Curbside:** Refers to the Customers' property, within five (5) feet of the Public Street or Private  
42 Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property  
43 within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking.  
44 If extraordinary circumstances preclude such a location, Curbside shall be considered a placement  
45 suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City  
46 and Contractor.

1 **Customer:** All account-holders of the Contractor's services within the City.

2  
3 **Date of Commencement of Service:** August 1, 2018, which is the date that the Contractor agrees to  
4 commence the provision of collection and other services as described throughout this Contract.

5  
6 **Date of Execution:** The date that this Contract is executed by all signatories.

7  
8 **Day/Days:** Calendar days unless otherwise specified.

9  
10 **Detachable Container:** A watertight metal or plastic container equipped with a tight-fitting cover,  
11 capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic  
12 yard or greater than eight (8) cubic yards in capacity.

13  
14 **Driveway:** A privately-owned and maintained way that connects a Residence or parking  
15 area/garage/carport with a Private Road or Public Street.

16  
17 **Drop-box Container:** An all-metal loose material or compactor container with ten (10) cubic yards or  
18 more capacity that is loaded onto a specialized collection vehicle.

19  
20 **Extra Unit:** Excess material that does not fit in the Customer's primary Container. In the case of Cart  
21 services, an Extra Unit is 32-gallons and may be contained in either a plastic bag or Garbage can. In the  
22 case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-gallons.

23  
24 **Food Mini-can:** A water-tight plastic container twelve or thirteen (12/13) gallons in capacity; fitted with  
25 two (2) sturdy handles or handholds and fitted with a tight cover. All Food Mini-cans provided by the  
26 Contractor shall be rodent and insect proof and kept in sanitary conditions by the Customer at all times.

27  
28 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of  
29 produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper,  
30 such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or  
31 other paper products accepted by the Contractor's selected composting site. Food Scraps shall not  
32 include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials  
33 prohibited by the selected composting facility. The range of materials handled by the Compostables  
34 collection program may be changed from time to time upon the mutual agreement of the Parties to  
35 reflect those materials allowed by the Public Health – Seattle & King County for the frequency of  
36 collection provided by the Contractor.

37  
38 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,  
39 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals  
40 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities  
41 that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and  
42 disposal by the Contractor. Needles or "sharps" used for the administration of medication can be  
43 included in the definition of "Garbage," provided that they are placed within a sealed, secure container  
44 as agreed upon by the City and the Contractor and this handling is consistent with current King County  
45 sharps policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable  
46 materials, or Source-separated Compostables.

1 **Garbage Can:** A Container that is a water-tight galvanized sheet-metal or plastic container not exceeding  
2 four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one  
3 on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and  
4 insect proof and kept in sanitary conditions by their owner at all times.

5  
6 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant,  
7 pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local,  
8 state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to  
9 human health or the environment or environmental conditions, including but not limited to any  
10 substance that is:

- 11  
12 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United  
13 States Environmental Protection Agency under Subtitle C of the Resource Conservation and  
14 Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid  
15 Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et  
16 seq.; or any other federal statute or regulation governing the treatment, storage, handling, or  
17 disposal of waste imposing special handling or disposal requirements similar to those required  
18 by Subtitle C of RCRA;  
19  
20 B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous  
21 waste or extremely hazardous waste by the Washington State Department of Ecology under the  
22 State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State  
23 statute or regulation governing the treatment, storage, handling, or disposal of wastes and  
24 imposing special handling requirements similar to those required by Chapter 70.105 RCW; and  
25  
26 C. Any substance that comes within the scope of this definition as determined by the City after the  
27 Date of Execution of this Contract.  
28

29 Any substance that ceases to fall within this definition as determined by the City after the Date of  
30 Execution of this Contract shall not be deemed to be Hazardous Waste.

31  
32 **King County Disposal System:** The areas owned, leased, or controlled by King County, Washington for  
33 the disposal of Garbage, or such other site as may be authorized by the current King County  
34 Comprehensive Solid Waste Management Plan and the Amended and Restated Solid Waste Interlocal  
35 Agreement between the City and King County.

36  
37 **Micro-can:** A small Garbage Container, with or without wheels, water-tight plastic container  
38 approximately ten (10) gallons in capacity fitted with two (2) sturdy handles and a tight cover equipped  
39 with an additional handle. All Containers shall be rodent and insect proof and kept in sanitary conditions  
40 by their owner at all times.

41  
42 **Multifamily Complex:** Multiple-unit Residences with five or more attached or unattached units billed  
43 collectively for Garbage collection service.

44  
45 **On-call:** The provision of specified services only upon direct telephone, written, or e-mailed request of  
46 the Customer to the Contractor.  
47

1 **Party:** Either the City or the Contractor.  
2  
3 **Parties:** The City and Contractor.  
4  
5 **Private Road:** A privately-owned and maintained way that allows for access by a service vehicle and  
6 that serves multiple Residences.  
7  
8 **Public Street:** A public right-of-way used for public travel, including public alleys.  
9  
10 **Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.  
11  
12 **Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection  
13 program, as listed in Attachment C.  
14  
15 **Residence/Residential:** A single-family and/or multifamily living space individually rented, leased or  
16 owned.  
17  
18 **Services:** Refers to the comprehensive garbage, recyclables and compostables collection and processing  
19 services provided by the Contractor pursuant to the Contract.  
20  
21 **Service Area:** The service area boundaries are the entire incorporated City as of the Date of  
22 Commencement of Service, as indicated on Attachment A.  
23  
24 **Single-Family Residence:** All one-unit houses, duplexes, tri-plexes, four-plexes, and individually-billed  
25 mobile homes that are located on a Public Street or Private Road.  
26  
27 **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for  
28 recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other  
29 materials.  
30  
31 **Strike Contingency Plan:** The plan the Contractor will develop pursuant to Section 4.1.19 of this  
32 Contract.  
33  
34 **Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section  
35 4.1.22 of this Contract.  
36  
37 **Unacceptable Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, special wastes,  
38 certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material  
39 that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by  
40 state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or  
41 threatening to heal or the environment, or which cannot be legally accepted at the applicable disposal  
42 facility.  
43  
44 **WUTC:** The Washington Utilities and Transportation Commission.  
45  
46 **Yard Debris:** Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in  
47 diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by

1 four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by  
2 degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole  
3 Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, or Garbage Cans  
4 labeled "Yard Debris" may also be used to contain extra Yard Debris.  
5

## 6 **2. TERM OF CONTRACT**

7

8 The Term of this Contract is ten (10) years starting on the Date of Commencement of Service. The City,  
9 may, at its option, extend the Contract up to two (2) extensions, each of which shall not exceed two (2)  
10 years in duration. Any extension exercised by the City shall be under the original terms and conditions of  
11 this Contract or as the Contract may have been amended at the time of the extension. To exercise the  
12 option to extend this Contract, written notice shall be given by the City to the Contractor not less than  
13 ninety (90) days prior to the expiration of the Contract Term or the expiration of a previous extension.  
14 With the Contractor's written consent, the requirement of 90 days' prior notice of exercise of the City's  
15 option to extend may be waived.  
16

## 17 **3. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

18

19 The Contractor represents and warrants to the City as follows:  
20

- 21 • *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good  
22 standing under the laws of the state of Washington, and has all requisite corporate power and  
23 authority to enter into and to perform its obligations under this Contract.  
24
- 25 • *Authority.* The Contractor has the authority to execute this Contract, to make the  
26 representations and warranties set forth in it, and to perform the obligations of the Contractor  
27 under this Contract in accordance with its terms. This Contract has been validly executed by an  
28 authorized representative of the Contractor, with the authority to sign on behalf of and bind the  
29 Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation  
30 of Contractor.  
31
- 32 • *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior  
33 to the Date of Commencement of Service any such licenses, permits, and other authorizations  
34 from federal, state, and other governmental authorities, as are necessary for the performance  
35 of its obligations under this Contract.  
36
- 37 • *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or  
38 regulations, which may impact the Contractor's ability to perform its obligations under this  
39 Contract or which may have any impact on the City. The Contractor is not subject to any order  
40 or judgment of any court, tribunal, or governmental agency that impacts its operations or assets  
41 or its ability to perform its obligations under this Contract.  
42
- 43 • *Accuracy of Information.* None of the representations or warranties in this Contract, and none of  
44 the documents, statements, reports, certificates, or schedules furnished or to be furnished by  
45 the Contractor pursuant to this Contract or in connection with the performance of the  
46 obligations contemplated under this Contract, at any time contain or will contain untrue  
47 statements of a material fact or omissions of material facts.

- 1
- 2 • *Independent Examination.* In accepting these responsibilities, the Contractor represents and
- 3 affirms that it has made its own examination of all conditions affecting the performance of this
- 4 Contract, currently and into the future, and of the quantity, quality, and expense of labor,
- 5 equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits,
- 6 and applicable laws. The Contractor affirms that within the Service Area it is aware of the
- 7 present placement and location of all Containers. The Contractor represents and warranties that
- 8 it is capable of continuing to collect all Containers from their present locations, and that it is
- 9 capable of providing service to and collection of Containers in any areas of the Service Area that
- 10 may be built out or developed during the term of this Contract.

11

12 **4. SCOPE OF WORK**

13

14 **4.1 General Collection System Requirements**

15

16 **4.1.1 Service Area**

17

18 The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

19 **4.1.2 Service to Residences on Private Roads and Driveways**

20

21 The Contractor shall provide Curbside service to all Residences located on Private Roads, except as

22 noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are

23 prohibited on Private Roads.

24

25 In the event that the Contractor believes that a Private Road cannot be safely negotiated or that

26 providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to

27 distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and

28 make a determination of the best approach for providing safe and appropriate service to the Customer.

29 The City's determination shall be final, provided that the Contractor shall not be required to endanger

30 workers, equipment, or property.

31

32 If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor

33 shall inform the respective Customer(s) and may require a road damage waiver agreement in a form

34 previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage

35 waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the

36 Customer(s) will only be serviced from the closest Public Road access. Such determination that damage

37 is probable must be approved in writing by the City prior to any action or refusal of service by the

38 Contractor.

39

40 **4.1.3 Hours/Days of Collection**

41

42 All collections from Customers shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a

43 consistent weekday, unless the City authorizes a temporary extension of hours or days. Saturday

44 collection is allowed to the extent consistent with holiday and inclement weather schedules.

45

1 Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate  
2 the special needs of Commercial Customers where allowed by the Normandy Park Municipal Code. The  
3 City's noise ordinance, as amended, may further restrict these terms and hours of collection.  
4

#### 5 **4.1.4 Employee Conduct**

6  
7 The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be  
8 courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work  
9 without delay, minimize noise, and avoid damage to public or private property. If on private property,  
10 Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street  
11 after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds,  
12 hedges, or property of adjoining premises, or meddle with property that does not concern them or their  
13 task at hand. While performing work under the Contract, Contractor employees shall wear a  
14 professional and presentable uniform with an identifying badge with photo identification and company  
15 emblem visible to the average observer. At the City's option and direction, Contractor employees shall  
16 work with groups or organizations, such as neighborhood community organizations, homeowner  
17 associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the  
18 appropriate agency when suspicious activities are observed.  
19

20 If any person employed by the Contractor to perform collection services is, in the opinion of the City,  
21 incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the  
22 incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the  
23 Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate  
24 any written complaint from the City regarding any unsatisfactory performance by any of its employees  
25 and take immediate corrective action. The City reserves the right to request at any time that the person  
26 be removed from all performance of additional work under this Contract. The Contractor shall remove  
27 the employee from Contract work immediately.

#### 28 **4.1.5 Disabled Persons Service**

29  
30 The Contractor shall provide carryout service for Garbage, Recyclables, and Compostables to Single-  
31 Family Residence Customers in cases where no household member has the ability to place Containers at  
32 the Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of  
33 the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and  
34 shall be subject to City review and approval prior to program implementation, which shall not be  
35 unreasonably withheld by the City.  
36

#### 37 **4.1.6 Holiday Schedules**

38  
39 The Contractor shall observe the same holiday schedule as the King County Transfer Stations (typically  
40 New Year's Day, Thanksgiving Day, and Christmas Day). When those holidays fall on a regular collection  
41 day, the Contractor shall reschedule the remainder of the week of regular collection to the next  
42 succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family  
43 Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular  
44 collection day due to a holiday. Commercial collections may be made one (1) day early only with the  
45 consent of the Commercial Customer. Holiday scheduling information shall be included in written

1 program materials, on the Contractor's web site, and by press releases to general news media in the  
2 Normandy Park area by the Contractor the week prior to the holiday affecting service.

3  
4 **4.1.7 Inclement Weather**

5  
6 The Contractor shall provide all collection services unless weather conditions are such that continued  
7 operation would result in danger to the Contractor's staff, area residents, or property. In that event, the  
8 Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by  
9 telephone and/or email (at the City's option) of areas not to be served as soon as practical to allow the  
10 City to better respond to Customers calling the City. Once Contractor vehicles are on-route, areas  
11 intentionally missed due to hazardous conditions and not previously reported to the City, shall be  
12 approved by a route supervisor and reported to the City not later than 12:00 p.m. (noon) on the same  
13 business day. The Contractor shall coordinate missed collection areas so that Customers either have all  
14 or none of their materials collected to avoid Customer complaints and calls. The Contractor shall provide  
15 automated notification calls, texts or e-mails (at Customers' preference) to all missed Customers by 3:00  
16 p.m., including information about when their next collection is expected.

17  
18 In the event that collection services are interrupted for one week for any Single-Family Residential  
19 Customers, the Contractor shall collect Garbage, Recyclables and Compostables from those Customers  
20 with interrupted service on their next regularly scheduled collection day for weekly collection services  
21 and as soon safely possible for every-other-week collection services. The Contractor shall collect  
22 Garbage, Recyclables and Compostables from Multifamily Complex and Commercial Customers as soon  
23 as safely possible.

24  
25 In the event that collection services are interrupted for two or more collection cycles for any Single-  
26 family Residential Customers, the Contractor shall provide temporary Residential Garbage and Recycling  
27 collection sites on the day of the second missed day using driver-staffed Drop-box Containers or other  
28 suitable equipment, with no extra charge assessed for such temporary service.

29  
30 For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to  
31 what would have been collected on the missed collection day(s) from Customers at no extra charge.

32  
33 Following notification to the City, the Contractor will be provided temporary authorization to perform  
34 collection services after 6:00 p.m. and/or on Saturdays following disruptions due to weather in order to  
35 finish collection routes.

36  
37 Weather policies shall be included in program information provided to Customers and on the  
38 Contractor's city-specific webpage. On each inclement weather day, the Contractor shall release notices  
39 to local newspapers and radio stations notifying residents of the modification to the collection schedule.

40  
41 **4.1.8 Suspending Collection from Problem Customers**

42  
43 The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or  
44 conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may  
45 include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspect  
46 claims of timely set-out followed by demands for return collection at no charge, repeated

1 unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of  
2 Recyclables or Compostables, or other such problems.

3  
4 The Contractor shall make every reasonable effort to provide service to those problem Customers.  
5 However, the Contractor may deny or discontinue service to a problem Customer after prior written  
6 notice is given to the City of the intent to deny or discontinue service, including the name, service  
7 address, reason for such action, and whether reasonable efforts to accommodate the Customer and  
8 provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City  
9 appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event,  
10 the decision of the City shall be final. The City may also require the denial or discontinuance of service to  
11 any Customer who is abusing the service or is determined to be ineligible.

#### 12 13 **4.1.9 Missed Collections**

14  
15 If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or  
16 contaminated with unacceptable materials, the Contractor shall place in a prominent location a written  
17 notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for  
18 collection. Failure to provide proper written notification to Customers, per the quality assurance  
19 protocol in Section 4.1.11, of the reason for rejecting materials for collection shall be considered a  
20 missed collection and subject to performance fees due to lack of proper Customer notification.

21  
22 The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a  
23 Customer in the proper manner on the appropriate day shall be considered a missed collection, and the  
24 Contractor shall collect the materials from the Customer within twenty-four (24) hours of the  
25 Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up  
26 by 9:00 AM the following business day, the missed pick-up shall be collected that same day. The  
27 Contractor shall maintain an electronic record of all calls related to missed collections and the response  
28 provided by the Contractor. Such records shall be made available for inspection upon request by the  
29 City, and the information shall be included in monthly reports. (See Reporting requirements set forth in  
30 Section 4.3.4).

31  
32 If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor,  
33 which the Contractor can prove through documentation (e.g., the Containers were not placed at the  
34 curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall  
35 charge the Customer an additional return trip fee for this service, provided the Contractor notifies the  
36 Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The  
37 Contractor will not be liable for a missed collection in such case.

#### 38 39 **4.1.10 Same Day Collection**

40  
41 Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of  
42 the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and  
43 Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the  
44 same day.

#### 45 46 **4.1.11 Requirement to Recycle and Compost and Quality Assurance**

1 The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected,  
2 unless express prior written permission is provided by the City. The Contractor shall use facilities that:

- 3
- 4 • Process materials to a high standard to maximize the recovery and recycling of all incoming  
5 recyclable and compostable materials;
- 6 • Are operated to minimize cross-contamination of materials that would result in otherwise  
7 Recyclable materials being misdirected to a market or disposal where they would not be  
8 recovered;
- 9 • Are designed and operated to minimize the residual stream of otherwise recoverable materials  
10 destined for disposal.
- 11 • Have sufficient preprocess and screening staff and equipment to ensure that otherwise  
12 recoverable materials are not cross-contaminated and rendered non-recyclable due to the  
13 nature of the processing facility.
- 14

15 The City and Contractor agree that the Contractor is being compensated to fully recycle or compost  
16 those incoming materials and that maximum cost-effective recovery is a primary objective of the City's  
17 collection programs.

18

19 Concurrently with the start of this Contract, the Contractor shall implement an on-route quality  
20 assurance program for Recyclables and Compostables consistent with industry best management  
21 practices for tagging, probationary periods, material rejection, and suspension of service. The quality  
22 assurance protocol will address thresholds for when contamination levels trigger Customer contact,  
23 when to place a Customer on service probation for possible discontinued collection, when to suspend  
24 collection service and remove the subject Carts or Containers, and finally but not limited to, procedures  
25 to allow a Customer to reinstate and resume service after it has been suspended after following  
26 established contamination protocols. The Contractor shall implement the protocol consistently for all  
27 Customers and shall notify the City via email of any Customer being handled under the protocol. The  
28 City and Contractor shall mutually negotiate and agree on a process reflecting current best management  
29 practices used in King County for route monitoring for both Single-family Residential and  
30 Commercial/Multifamily sectors. The Contractor and City shall periodically review and update these  
31 procedures to ensure that contamination problems are addressed promptly, fairly and consistently for  
32 all sectors.

#### 33

#### 34 **4.1.12 Routing, Notification and Approval**

35

36 The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables  
37 and Yard Debris shall be collected from each Single-family Residence.

38

39 The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the  
40 effective date of the proposed change to and obtaining written approval from the City. On the City's  
41 approval, the Contractor shall provide affected Customers with at least fourteen (14) days written,  
42 telephone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the  
43 prior written approval from the City of the notice to be given to the Customer, such approval shall not  
44 be unreasonably withheld.

1  
2 **4.1.13 Vehicle and Equipment Type/Age/Condition/Use**  
3

4 The Contractor shall use collection vehicles no greater than ten years old, based on the model year of  
5 the vehicle chassis, for Garbage, Recyclables, and Compostables collection services performed under  
6 this Contract. Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be  
7 subject to the age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working  
8 order, and shall be subject to all other conditions of this section. The accumulated annual use of  
9 individual back-up vehicles shall be reported in the Contractor's monthly report.

10  
11 Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide  
12 service to all Customers, regardless of location. In some cases, this may mean that a small collection  
13 vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make  
14 such vehicles available to ensure smooth and effective collection services throughout the Service Area.

15  
16 Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they  
17 are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable  
18 placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for  
19 Compostables collection shall have a switchable placard that clearly indicates that they are  
20 Compostables collection vehicles. The colors, trim scheme, and design to be used by the Contractor on  
21 the switchable placards shall be subject to the prior written approval of the City. The use of  
22 unauthorized switchable placards or lack of switchable placards on collection vehicles shall be cause for  
23 performance fees as described in Section 6.1. Vehicles used in the performance of this Contact shall only  
24 be used for the collection of materials they are otherwise designated for.

25  
26 Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least  
27 once each week. All collection equipment shall have appropriate safety markings, including all highway  
28 lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current  
29 statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles  
30 shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and  
31 systems of the collection vehicles shall operate properly and be maintained in a condition compliant  
32 with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All  
33 vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

34  
35 The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g.,  
36 Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to  
37 Customer premises or streets. All collection and route supervisor vehicles used by the Contractor shall  
38 be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the  
39 vehicle. Any equipment not meeting these standards shall not be used within the Service Area until  
40 repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or  
41 Containers prior to them being removed from service shall be cleaned up or removed within three (3)  
42 hours of being noticed by route staff, customers, or the City, and shall be remediated by the Contractor  
43 at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such  
44 clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the  
45 City-designated spill reporting telephone number (206-368-5440) of any spills that enter drainages.  
46 Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of  
47 the City shall be cause for performance fees, as described in Section 6.1. Discharge of pollutants into the

1 storm system is a violation of Normandy Park Municipal Code and may be subject to fine. The  
2 Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Containers  
3 immediately so that those spills may be addressed in a timely manner.  
4

5 No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer  
6 service telephone number, and website address, unless otherwise previously approved in writing by the  
7 City. Special promotional messages may be permitted by the City; provided they are either painted  
8 directly on vehicles or on special placards attached to vehicles. The City's approval shall be in writing  
9 and solely within the City's discretion. The City will provide the Contractor with policy timelines for  
10 reporting spills versus driving complaints to the City. Spills should be reported immediately to the City  
11 as directed by the City's reporting policies, which will be provided to the Contractor by the City.  
12

13 All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way  
14 communication equipment. The Contractor shall maintain a base station or have equipment capable of  
15 reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as  
16 route-recording cameras integrated with their on-board route management system.  
17

18 All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board  
19 computer and data tracking system to track route progress and log non-set-outs, extras, and other  
20 service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's  
21 drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to  
22 the Contractor's Customer service database no less than hourly to allow Customer service personnel to  
23 be fully apprised of route progress, and be able to address misses and other Customer inquiries in near  
24 real-time.  
25

26 **4.1.14 Container Requirements and Ownership**  
27

28 Contractor Garbage fees included in Attachment B include all costs of the associated Containers unless  
29 Container rental for a particular service is specifically listed in Attachment B, such as rent for Drop-box  
30 Containers.  
31

32 Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-  
33 provided Containers for their initial Container of Garbage collection service, with the exception of  
34 compacting Drop-box Containers, which may be Customer-owned or -leased from other parties. Plastic  
35 bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary  
36 container.  
37

38 In the event the Customer uses a Garbage Can for Extra Units, the Contractor shall handle the Customer-  
39 owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be  
40 responsible for unnecessary or unreasonable damage to Customer-owned Containers.  
41

42 All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in,  
43 molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily  
44 determine the size capacity and material preparation requirements of the Container. Contractor-  
45 provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently  
46 labeled with the Contractor's logo or company name.  
47

1 **4.1.14.1 Garbage, Recyclables, and Compostables Micro-cans, Carts and Food Mini-cans**

2  
3 The Contractor shall provide a 10-gallon Micro-can or a 20-, 32-, 64-, and 96-gallon Garbage Carts for the  
4 respective level of Garbage collection, and 32-, 64-, and 96-gallon Recyclables and Compostables Carts  
5 for the respective level of Recyclables or Compostables collection. All Carts shall be manufactured from  
6 a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a  
7 label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial  
8 request. All Carts must have materials preparation instructions and telephone and website contact  
9 information printed on a sticker on the lid.

10  
11 All Contractor-provided Micro-cans, Carts and Food Mini-cans shall be maintained by the Contractor in  
12 good condition for material storage and handling; contain no jagged edges or holes; contain wheels or  
13 rollers for movement (except for Micro-cans); and be equipped with an anti-skid device or sufficient  
14 surface area on the bottom of the container to prevent unwanted movement. The Micro-cans, Carts and  
15 Food Mini-cans shall contain instructions for proper use, including any Customer actions that would void  
16 manufacture warranties (such as placement of hot ashes in the container causing the container to melt),  
17 and procedures to follow to minimize potential fire problems.

18  
19 Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair  
20 needs for Contractor-provided Micro-cans and Carts (including those for Garbage, Recyclables, and  
21 Compostables) and Food Mini-cans, and forward written or electronic repair notices that same day to  
22 the Contractor's service personnel. Repairs shall then be made within seven (7) days at the Contractor's  
23 expense. Any Micro-can, Cart or Food Mini-can that is damaged or missing on account of an accident,  
24 collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third  
25 party shall be replaced not later than three (3) business days after notice from the Customer or the City.  
26 In the event that a Micro-can, Cart or Food Mini-can is inadvertently lost into a collection vehicle during  
27 collection due to mechanical or operator error, Customers shall be notified on the same day via a door  
28 knocker tag of the incident and a replacement cart shall be provided within twenty-four hours of the  
29 loss. Replacement Micro-cans, Carts and Food Mini-cans may be used and reconditioned, but shall be  
30 presentable and cleaned before delivered to the Customer. Unusable Containers shall be cleaned (if  
31 necessary) and recycled to the extent possible.

32  
33 In the event that a Customer repeatedly damages a Container or requests more than one replacement  
34 Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall  
35 forward in writing the Customer's name and address to the City. The City shall then attempt to resolve  
36 the problem. In the event that the problem continues, the Contractor may charge the Customer a City-  
37 approved Container repair or replacement fee and/or discontinue service to that Customer, provided  
38 the City provides previous written approval.

39  
40 **4.1.14.2 Detachable Containers and Drop-box Containers**

41  
42 The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers,  
43 and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires  
44 their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's  
45 request. Containers shall be located on the premises in compliance with any related ordinance, and a  
46 manner satisfactory to the Customer and for collection by the Contractor.

1 The Contractor shall charge rent for temporary and permanent Drop-box Container service in  
2 accordance with Attachment B. The Contractor may not charge Customers any additional fees, charges,  
3 rates, or any expenses in connection with Drop-box Container service other than the applicable fees  
4 listed in Attachment B.

5  
6 Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have  
7 four (4) wheels for Containers 4-cubic yards and under unless site-specific concerns dictate the use of a  
8 non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe  
9 for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal,  
10 and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a  
11 winch in good repair.

12  
13 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's  
14 expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide a  
15 fee-based On-call Container cleaning service to Customers.

16  
17 As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's  
18 risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any  
19 Container that was supplied by or taken over by the Contractor and was in use if the City Code  
20 Compliance Inspector, King County Health Department Inspector, or other agent having safety or health  
21 jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a  
22 health or safety hazard. The Contractor shall place Detachable Containers in areas mutually agreed upon  
23 by the Contractor and Customer with the least slope and best vehicle access possible. For Customers  
24 that must stage their Detachable Containers on Public Streets or on significantly sloped hills, the  
25 Contractor shall make a good faith effort to work with the Customer to ensure that Detachable  
26 Containers are not left unattended in potentially problematic staging areas and are sufficiently  
27 restrained such that the Container may not roll and cause harm to persons or property. The Contractor  
28 may require a Customer to attend to the Containers immediately prior to and after collection. Any  
29 disputes arising between the Contractor and a Customer as to what constitutes a "significantly sloped  
30 hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final.  
31 Containers shall be replaced after emptying in the same location as found, with the lid closed.

32  
33 Customers may elect to own or secure Containers from other sources, and shall not be subject to  
34 discrimination by the Contractor in collection services on that account, provided that such Containers  
35 (including Carts) are compatible with the Contractor's collection equipment. However, Containers  
36 owned or secured by Customers must be properly labeled with Contractor-provided stickers to be  
37 eligible for collection. The Contractor is not required to service Customer Containers that are not  
38 compatible with the Contractor's equipment.

39  
40 In the event that a Customer damages a Detachable Container or Drop-box Container due to negligence  
41 or intentional misuse, the Contractor may charge the Customer a City-approved Container repair or  
42 replacement fee and/or discontinue service to that Customer, provided the City provides previous  
43 written approval.

#### 44 45 **4.1.14.3 Ownership** 46

1 At the end of the Contract term or in the event the Contract is terminated for any reason, all Containers  
2 used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to  
3 City ownership without further compensation to the Contractor. Temporary Containers, Compactor  
4 Drop-boxes leased to Customers outside of this Contract, and Containers held in reserve at the  
5 Contractor's yard and not actively in service at a Customer location are excluded from this provision.  
6

7 Upon written notice to the Contractor, the City may elect to assign this potential ownership of said  
8 Containers to a third-party. Any remaining warranties associated with the Containers described herein  
9 shall be transferred to the City or the City's assignee.  
10

11 The City in advance accepts all such Containers in their "as-is, where-is" condition and without any  
12 express or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY  
13 WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. As  
14 between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's  
15 exercising of its rights under this Section 4.1.14.3 or any use made of any such Containers after they  
16 become the property of the City or assignee of the City.  
17

#### 18 **4.1.14.4 Container Colors and Labeling**

19

20 Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Compostables Carts  
21 shall be green, and Carts and Detachable Containers for Garbage shall be grey. Specific Container colors  
22 shall be approved in writing by the City prior to the Contractor's order of new Containers.  
23

24 All Containers shall be labeled with instructional information and contact information that include both  
25 a customer service phone number and website address. All labels shall be approved by the City prior to  
26 ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior  
27 approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should  
28 any changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at  
29 their sole expense shall reproduce and reattach labels on all Containers.  
30

31 All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection  
32 shall have materials preparation instructions and telephone/contact information, including both a  
33 customer service phone number and a website address, printed on a sticker, and subject to the prior  
34 written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage  
35 or Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a  
36 phone number to call for repair or replacement. Information shall be printed in a size that is easily read  
37 by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be  
38 approved in writing by the City prior to ordering by the Contractor. Location of the label on the  
39 Containers shall be subject to the City's prior written approval.  
40

41 Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers  
42 shall be relabeled by the Contractor if labels fade or are unreadable, or upon City's request for any  
43 individual Container.  
44

#### 45 **4.1.14.5 Container Weights**

46

1 The Contractor shall not be required to lift or remove materials from any Container exceeding the safe  
2 working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the  
3 combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal  
4 road weight limits.

5  
6 **4.1.14.6 Container Removal Upon City or Customer Request**  
7

8 The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days  
9 of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or  
10 the City's request. The contents of removed Containers shall be managed as if they were collected on a  
11 regular route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The  
12 disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's  
13 location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure  
14 to remove Containers within the specified timeline shall be subject to the same performance fees as  
15 delayed Container delivery for that Customer sector.  
16

17 **4.1.15 Inventory of Vehicles and Facilities**  
18

19 The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a  
20 complete initial inventory of the vehicles and facilities to be used in the performance of this Contract.  
21 The inventory shall include each vehicle (including chassis model year, type of body, material collected,  
22 capacity, model, and vehicle identification number) and each facility to be used in performance of this  
23 Contract (including address and purpose of the facility). The Contractor may change vehicles and  
24 facilities from time to time, and shall include the revised inventory in the monthly report provided for in  
25 Section 4.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this  
26 Contract at least equal to those levels described in the initial inventory.  
27

28 **4.1.16 Spillage**  
29

30 All loads collected by the Contractor shall be completely contained in collection vehicles at all times,  
31 except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared  
32 frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.  
33

34 Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during  
35 collection shall be immediately cleaned up or removed by the Contractor at its sole expense. Any  
36 spillage or leakage entering the City's municipal storm system shall be cleaned to the extent possible by  
37 Contractor staff. The Contractor shall be responsible for the City's costs in the event that City staff or  
38 contractors are required for spill containment or cleaning due to the Contractor's action. The  
39 Contractor shall document the fluid leakage, including taking pictures before and after clean-up or  
40 removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned  
41 up or removed by the Contractor shall be cause for performance fees, as described in Section 6.1.  
42 Should a leakage or spillage occur during collection, the Contractor shall notify the designated City  
43 contact and, likewise, expressly acknowledges it is solely responsible for any local, state, or federal  
44 violations, which may result from said leakage or spillage.  
45

46 Any leakage or spillage of materials that occurs during collection that is reported by Customers or the  
47 City shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor

1 shall document the reported leak or spillage, who reported the incident, and measures made to correct  
2 the incident and report this information via e-mail to the Contract administrator within three (3) hours.  
3 Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.  
4

5 Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the  
6 Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to  
7 comply shall be cause for performance fees, as described in Section 6.1.  
8

#### 9 **4.1.17 Pilot Programs**

10  
11 The City may wish to test and/or implement one or more new services or developments in waste stream  
12 segregation, materials processing, or collection technology at some point during the term of this  
13 Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its  
14 intention to implement a pilot program or of its intentions to utilize a new technology system on a city-  
15 wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by city-  
16 initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a  
17 success, and desires to incorporate the service or development represented in the pilot program in the  
18 terms of this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance  
19 with Section 8.14 to include the provisions of the pilot program into this Contract, including any costs or  
20 savings to be accrued.  
21

22 Contractor-initiated pilot programs shall require prior written notification to and written approval by the  
23 City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the  
24 Contractor's Customers; however, savings accrued may be subject to negotiations prior to  
25 implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported  
26 to the City in the monthly reports described in Section 4.3.4.1. The Contractor shall not be required to  
27 test or implement any pilot program, new technology, service or development unless the terms and  
28 conditions thereof (including any savings or additional compensation to Contractor) have been mutually  
29 agreed in writing by the City and Contractor.  
30

#### 31 **4.1.18 Disruption Due to Construction**

32  
33 The City reserves the right to construct any improvement or to permit any such construction in any  
34 street or alley in such manner as the City may direct, which may have the effect for a time of preventing  
35 the Contractor from traveling the accustomed route or routes for collection. However, the Contractor  
36 and the City shall develop a reasonable workaround to enable the Contractor to continue to collect  
37 Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference  
38 existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City  
39 or the Contractor's Customers.  
40

#### 41 **4.1.19 Contractor Planning and Performance Under Labor Disruption**

42  
43 No later than ninety (90) days prior to the expiration of any labor agreement associated with services  
44 performed under this Contract, the Contractor shall provide the City with its planned response to labor  
45 actions that could compromise the Contractor's performance under this Contract. The Contractor-  
46 prepared Strike Contingency Plan shall address in detail:  
47

- 1 1. The Contractor's specific staffing plan to cover Contract services, including identification of staff  
2 resources moved from out-of-area operations and the use of local management staff to provide  
3 basic services. The staffing plan shall be sufficient to provide recovery of full operations within  
4 one week following the initiation of the disruption.  
5
- 6 2. Contingency training plans to ensure that replacement and management staff operating routes  
7 are able to continue to collect route data and follow collection and material delivery procedures  
8 for all material streams collected from Customers.  
9
- 10 3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material  
11 streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the  
12 Contractor shall list the property owner/lessee's contact information and the date on which  
13 permission for temporary use was received. The City shall review these locations, after which  
14 the City shall approve or deny in writing use of specific locations.  
15
- 16 4. A recovery plan to address how materials will be collected in the event of a short-notice  
17 disruption that does not allow the Contractor to collect all materials on their regular schedule  
18 (e.g. a wildcat strike) within one week following the initiation of the disruption.  
19

20 The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis,  
21 specifically during the period surrounding the end of employee contracts with Contractor employees. In  
22 the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall  
23 inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as  
24 well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the  
25 close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the  
26 areas (per a detailed map) and customer counts of served and un-served customers by material stream  
27 and service sector.  
28

29 The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and  
30 Recyclables collection Customers missed during the preceding week.  
31

32 In the event that a disruption lasts more than one full Single-family Residential collection cycle, the  
33 Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for  
34 Customer use for each affected material stream in approved locations throughout the affected route  
35 areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge  
36 on the next regular collection cycle for each material.  
37

38 The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate  
39 minus the disposal component on the Customer's next regular invoice.  
40

41 The City and Contractor agree that the following special compensation and performance fees reflect the  
42 best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall  
43 pay the City monthly by the tenth day of the following month:  
44

- 45 1. A cost reimbursement amount of five hundred dollars (\$500.) for each day of Labor Disruption  
46 to reimburse staffing and other costs for managing the impacts of the Labor Disruption;

- 1 2. A performance fee of two thousand dollars (\$2,000.) a day for each day of Labor Disruption from  
2 the 1<sup>st</sup> day to the 7<sup>th</sup> day of the Labor Disruption;
- 3 3. A performance fee of four thousand dollars (\$4,000.) a day for each day of Labor Disruption  
4 from the 8<sup>th</sup> day to 14<sup>th</sup> day of the Labor Disruption; and
- 5 4. A performance fee of seven thousand five hundred dollars (\$7,500.) a day for each day of Labor  
6 Disruption for every day beyond the 14<sup>th</sup> day of Labor Disruption.

7  
8 The performance fees listed as 2 through 4, above, are intended to apply to any complete work  
9 stoppage where alternative but substantially equivalent service by non-striking employees is not  
10 provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the  
11 Contractor through the employment of non-striking employees at any point during the course of the  
12 labor disruption, the Contractor is entitled to reduce the amount of the performance fees that  
13 otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to  
14 Customer provided on that day. Given the nature of the failure arising from labor disruptions, the  
15 Contractor shall not be allowed any cure period opportunity or rectification process; provided, however,  
16 that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of  
17 these specific performance fees.

18  
19 The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section  
20 shall be subject to a special fee of two thousand dollars (\$2,000) per day for its non-compliance during  
21 the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's  
22 failure to plan and execute the provisions of this section. The special fee shall be paid to the City within  
23 thirty (30) days of the Contractor's receipt of the City's invoice.

24  
25 Fees paid by the Contractor under the terms of this Section 4.1.19 are not regular performance fees for  
26 the purposes of Section 6 and shall not be counted in the cumulative performance fee default threshold  
27 referenced in Section 6.2 (7).

28  
29 Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant  
30 to this section shall be maintained in confidence by the City to the maximum permissible extent under  
31 applicable law.

#### 32 33 **4.1.20 Site Planning and Building Design Review**

34  
35 The Contractor shall, upon request and without additional cost, make available site planning assistance  
36 to either the City and/or property owners. The site planning assistance shall be available for all new  
37 construction or remodeling of buildings and structures within the Service Area, and shall address the  
38 design and planning of Garbage, Recyclables and Compostables removal areas and their location upon  
39 the site of the proposed construction or remodeling project. Contractor planning assistance for  
40 optimizing loading docks and other areas shall also be available for existing building managers when  
41 realigning Garbage, Recyclables and Compostables services.

#### 42 43 **4.1.21 Safeguarding Public and Private Facilities**

44  
45 The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities  
46 whether located on public or private property, including street curbs. If such improvements, facilities,  
47 utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the

1 City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the  
2 City for repairs. If the damage creates an immediate public safety issue that requires an immediate  
3 response, the Contractor shall, along with notifying the City immediately in writing, call the City to  
4 inform them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City  
5 shall cause repairs or replacement to be made, and the cost, including overhead and administrative  
6 costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under  
7 the Contract. The City shall not be liable for any damage to property or person caused by the actions of  
8 the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or  
9 legal implications from said actions.

#### 10 11 **4.1.22 Transition and Implementation of Contract**

12  
13 The Contractor shall develop, with the City's input and prior written approval, and submit to the City no  
14 later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation  
15 Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family,  
16 Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different  
17 activities and events will occur, including details of Container delivery, how different events impact  
18 other events in the timeline and the process to be used to ensure that implementation occurs with no  
19 disruption. The Transition and Implementation Plan shall cover the entire period following the Date of  
20 Execution of this Contract, up through and including the six (6) month period following the Date of  
21 Commencement of Service. The Contractor shall separately describe in detail what is involved with each  
22 of the activities and events listed in the timeline. The Transition and Implementation Plan shall  
23 specifically address how the Contractor intends to proceed in the event of inclement weather and what  
24 contingency plans will be in place to accelerate implementation if Container delivery or other planned  
25 activities are impacted by inclement weather.

26  
27 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,  
28 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs  
29 associated with the website ordering services, and of all new and continuing service and educational  
30 materials described above and needed to comply with the Transition and Implementation Plan outreach  
31 described in this section of the Contract.

32  
33 Any additional promotional, educational, informational, and outreach materials provided by the  
34 Contractor to Customers in connection with the initial transition and implementation of the Contract  
35 shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the  
36 City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's  
37 final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review  
38 any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow  
39 sufficient time for the City prior review and written approval.

#### 40 41 **4.1.23 Hiring Preference**

42  
43 For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to  
44 any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced City  
45 routes for the previous hauler at the time that the previous collection contract expired and have been  
46 displaced as a result of the City awarding this Contract, provided that such workers are fully qualified  
47 and meet the Contractor's standards for employment.

1  
2 Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the  
3 Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and  
4 benefit accruals earned as of the date of displacement. To the extent application of the Contractor's  
5 collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing  
6 pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining  
7 agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the  
8 company for any required COBRA payment made in order to retain health care coverage during the time  
9 period between displacement and when the worker would become eligible for such benefits under the  
10 Contractor's bargaining agreement.

#### 11 **4.1.24 Performance Review**

12  
13  
14 The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the  
15 Contractor's performance under this Contract. If conducted, the performance review shall include, but is  
16 not limited, to a review of the Contractor's performance relative to requirements and standards  
17 established in this Contract, including Customer service standards. The Contractor agrees to fully  
18 cooperate with the performance review and work with City staff and consultants to ensure a timely and  
19 complete review process.

20  
21 The results of the performance review shall be presented to the Contractor within thirty (30) days of  
22 completion. Should the City determine that the Contractor fails to meet the Contract performance  
23 requirements and standards, the City shall give the Contractor written notice of all deficiencies. The  
24 Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's  
25 satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the  
26 Contractor additional time to comply, accept other remedies for the service failure or proceed with the  
27 contract default process pursuant to Section 6.2 of this Contract, at the City's sole option.

28  
29 The costs of the development and implementation of any action plan required under this Section 4.1.24  
30 or Section 6.1 for the purpose of addressing failures on the part of the Contractor to perform in  
31 accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and  
32 the costs of developing or implementing such action plan may not be passed on to Customers or the  
33 City, or included in rates or fees charged Customers.

34  
35 The City may, at its option, and upon reasonable notice to the Contractor, design and implement an  
36 alternative annual Contract compliance monitoring program with or without Contractor performance  
37 incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good  
38 faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance  
39 data. The City shall bear the costs of staff, City-retained consultants and performance incentives (if  
40 used) and the Contractor shall bear the costs of staff and route costs to perform the monitoring.

#### 41 **4.1.25 Continual Monitoring and Evaluation of Operations**

42  
43  
44 The Contractor's supervisory and management staff shall be available to meet with the City at either the  
45 Contractor's office or Normandy Park City Hall, at the City's option, on a weekly basis during the May  
46 through September 2018 period and monthly throughout the term of the Contract to discuss  
47 operational and Contract issues.

1  
2 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the  
3 provisions of this Contract is maintained.  
4

5 The City may periodically monitor collection system parameters such as participation, Container  
6 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with  
7 the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize  
8 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access  
9 to equipment, processing facilities, route and Customer service data, safety records, and other  
10 applicable information. The City's review of Contractor activities and records shall occur during normal  
11 office hours and shall be supervised by the Contractor's staff.  
12

#### 13 **4.1.26 Collection/Disposal Restrictions**

14  
15 All Garbage collected under this Contract, as well as residues from processing Recyclables and  
16 Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement  
17 with King County), shall be delivered to the King County Disposal System, unless otherwise directed in  
18 writing by the City. The Contractor shall support the City's obligations under its solid waste interlocal  
19 agreement with King County. Failure to deliver Garbage to County facilities or otherwise operate in  
20 compliance with the City's obligations under the interlocal agreement shall be grounds for default under  
21 Section 6.2 of this Contract.  
22

23 Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers  
24 and instead prominently tagged with a written notice informing the Customer that King County does not  
25 accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional  
26 collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided  
27 in Section 6.1. The City shall not be liable or legally responsible in any way for the Contractor's  
28 awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor  
29 shall indemnify and hold the City harmless for any such damage or legal implications resulting from said  
30 collection.  
31

32 The Contractor shall not knowingly or as a result of gross negligence collect or dispose of Unacceptable  
33 Waste or other hazardous materials that are either restricted from disposal or would pose a danger to  
34 collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with  
35 the rejected materials listing why they were not collected and providing the Customer with a contact for  
36 further information about proper disposal options for such materials.  
37

38 Title to and liability for any Unacceptable Wastes that are included with any materials collected under  
39 this Contract by Contractor despite The City's and Contractor's attempts to prevent the inclusion of such  
40 materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable  
41 Waste or any such other materials or substances is received.  
42

43 In the event that the City wishes to conduct a waste composition analysis, the Contractor, upon  
44 reasonable notice from the City, shall deliver collected Garbage from one or more routes to the  
45 designated sorting site and shall coordinate with the City to ensure successful sampling. In the event  
46 that the sorted Garbage requires delivery to a County authorized disposal site, the City shall pay the  
47 Contractor for that delivery based on the Contractor's standard Container rental and hauling rates.

1  
2 Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material;  
3 provided, however, that the residual is appropriately disposed of within the King County Disposal  
4 System; provided, further, that such recyclable material processing is undertaken with the prior written  
5 approval of King County and the City and in accordance with the Amended and Restated Solid Waste  
6 Interlocal Agreement between King County and the City of Normandy Park; and provided, further, that  
7 the Contractor in all such instances shall charge Customers no more than the equivalent Garbage  
8 disposal fee at within the King County Disposal System or such other disposal fee as the City reasonably  
9 directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such instances  
10 shall be no higher than those provided for in Attachment B.

#### 11 12 **4.1.27 Emergency Response**

13  
14 The Contractor shall provide the City with the use of the Contractor's labor and equipment for  
15 assistance in the event of a disaster or emergency declaration. Contractor services shall be provided  
16 immediately upon city directions and paid at the Contract rates in Attachment B.

17  
18 The Contractor shall keep full and complete records and documentation of all costs incurred in  
19 connection with disaster or emergency response, and include such information in the monthly and  
20 annual reports required under Section 4.3.4. The Contractor shall maintain such records and  
21 documentation in accordance with the City's prior written approval and any standards established by  
22 the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing  
23 any reports or applications necessary to seek federal assistance during or after a federally-declared  
24 disaster.

### 25 26 **4.2 Collection Services**

#### 27 28 **4.2.1 Single-Family Residence Garbage Collection**

##### 29 30 **4.2.1.1 Subject Materials**

31  
32 The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence  
33 Customers in, and adjacent to Micro-cans, Garbage Cans, bags, and Garbage Carts.

##### 34 35 **4.2.1.2 Containers**

36  
37 The Contractor shall provide collection Containers for Single-family Garbage collection services at no  
38 additional charge. Micro-cans and Garbage Carts shall be delivered by the Contractor to Single-Family  
39 Residence Customers within seven (7) days of the Customer's initial request. Each Customer's initial  
40 Container must be Contractor-provided Micro-can or Garbage Cart, provided that Garbage in excess of  
41 the Customer's initial Container may be bundled or placed in a Customer-owned Garbage Can or plastic  
42 bag. The Contractor is not required to service sunken cans in below-grade vaults.

##### 43 44 **4.2.1.3 Specific Collection Requirements**

45  
46 The Contractor shall offer regular weekly collection of the following service levels:  
47

- 1 1. One 10-gallon Micro-can;
- 2 2. One 20-gallon Garbage Cart;
- 3 3. One 32-gallon Garbage Cart;
- 4 4. One 64-gallon Garbage Cart; and
- 5 5. One 96-gallon Garbage Cart.

6  
7 The Contract shall also offer a "super recycler" service of once per month collection of non-putrescible  
8 waste in a 32-gallon Cart.

9  
10 The Contractor shall change from weekly to every-other-week collection of Single-Family Garbage upon  
11 at least 180 days prior written notice from the City. In the event that the City elects to reduce collection  
12 frequency, the Contractor's rates for Single-Family Garbage collection shall be reduced by \$2.60 per  
13 household per month for all Single-Family Garbage service levels, as annually adjusted by the provisions  
14 of Section 5.2, starting the first month of the changed service. In the event that every-other-week  
15 collection does not work as intended, the City may change service back to weekly, and the parties shall  
16 negotiate in good faith to develop mutually acceptable terms regarding the timing and cost of a return  
17 to weekly service.

18  
19 Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move  
20 Containers to reach the collection vehicle at its nearest point of access. Garbage in excess of Container  
21 capacity or the subscribed service level shall be collected and properly charged as Extra Units to the  
22 Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at  
23 no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate  
24 recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be  
25 collected without prior Customer notification, which shall be provided by the Single-Family Residence  
26 Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

27  
28 Collections shall be made from Single-Family Residences on a regular schedule on the same day and as  
29 close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and  
30 quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to  
31 their original set out location. The Contractor may tag inappropriately placed Containers not placed out  
32 in accordance with Contractor-specified instructions.

33  
34 Extra charges may be assessed for materials loaded so as to lift the Garbage Can, or Garbage Cart lid in  
35 excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight  
36 Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the  
37 Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the  
38 Curb and tagged with written notification as to why it was not collected. Customers may specify to the  
39 Contractor that they may not be charged for overweight or extra Containers, in which case any such  
40 Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not  
41 collected.

#### 42 43 **4.2.2 Single-Family Residence Recyclables Collection**

##### 44 45 **4.2.2.1 Recyclable Materials**

1 Residential Recyclables shall be collected from all participating Single-Family Residences Customers as  
2 part of basic Garbage collection services, without extra charge. If operational or recycling processing  
3 improvements are made that allow additional materials to be recycled at no additional cost to the  
4 Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such  
5 materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared  
6 and either called-in or set-out Recyclables as described in Attachment C. With the exception of  
7 Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2)  
8 feet.

9  
10 The City reserves the right to engage in product stewardship and/or waste prevention activities that  
11 may result in one or more materials being removed from the Attachment C list.

#### 12 **4.2.2.2 Containers**

13  
14  
15 The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart  
16 size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling  
17 Carts on request to those Single-Family Residence Customers requiring less capacity than provided by  
18 the standard 96-gallon Recycling Cart.

19  
20 Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those  
21 Customers requesting replacements, or Customers that had previously rejected their Recycling Cart,  
22 within seven (7) days of the Customer's initial request.

#### 23 **4.2.2.3 Specific Collection Requirements**

24  
25  
26 Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each  
27 household's Garbage and Compostables collection. Collections shall be made from Residences on a  
28 regular schedule on the same day and as close to a consistent time as possible. The Contractor shall  
29 collect on Public Streets and Private Roads in the same location as Garbage collection service is  
30 provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner,  
31 and shall return Containers with their lids closed and attached to their set out location, and out of any  
32 Public Street, in an orderly manner.

33  
34 The defined list of Residential Recyclables in Attachment C shall be collected from all participating  
35 Single-Family Residences as part of basic Garbage collection services, without extra charge. The  
36 Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in  
37 Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart.  
38 Recyclables must be prepared as described in Attachment C and uncontaminated with food or other  
39 residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those  
40 specifically listed in Attachment C.

#### 41 **4.2.3 Single-Family Residence Compostables Collection**

##### 42 **4.2.3.1 Subject Materials**

43  
44  
45 Properly-prepared Compostables shall be collected from all Single-Family Residence Customers  
46 subscribing to the service.  
47

1  
2 **4.2.3.2 Containers**  
3

4 The Contractor shall provide one Compostables Cart or Food Mini-can to each subscribing Single-Family  
5 Customer at no charge and shall provide additional Compostable Carts at the rental fee provided in  
6 Attachment B. The default Compostables Cart size shall be 96-gallons, provided that the Contractor shall  
7 offer and provide 32- or 64-gallon Compostables Carts on request to those Single-Family Residence  
8 Customers requiring less capacity than provided by the default Compostables Cart. The Contractor shall  
9 also provide a smaller capacity Food Mini-can for Customers wishing to use a Container only for Food  
10 Scraps. The model Food Mini-can used by the Contractor shall be approved in writing by the City prior to  
11 the Contractor purchasing inventory.  
12

13 Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft  
14 paper bags or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own  
15 Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly  
16 identify the container's contents as "Yard Debris."  
17

18 Compostables Carts shall be delivered by the Contractor to new Single-Family Residence Customers,  
19 Customers requesting a replacement Compostables Cart, and Customers that had previously rejected  
20 their Compostables Cart within seven (7) days of the Customer's initial request.  
21

22 The Contractor shall provide and distribute to all requesting Single-Family Residence Customers a  
23 kitchen Food Scrap collection container, previously approved by the City in writing, with a capacity of  
24 approximately 9.6 quarts. The Contractor shall include instructional materials, subject to the City's prior  
25 written approval, with all kitchen Food Scrap collection containers. Distributed Food Scrap collection  
26 containers shall include at least two biodegradable liner samples, provided at the Contractor's cost.  
27

28 The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers  
29 at the rate provided in Attachment B.  
30

31 **4.2.3.3 Specific Collection Requirements**  
32

33 Properly prepared Compostables shall be collected every-other-week on the same day as each  
34 household's Garbage and Recyclables collection from all subscribing Single-Family Residence Customers.  
35 Collections shall be made from Single-Family Residence Customers on a regular schedule on the same  
36 day and as close to a consistent time as possible. Compostables in excess of 96 gallons may be charged  
37 as Compostables Extra Units in 32 gallon increments in accordance with Attachment B, provided that for  
38 two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of  
39 storm debris shall be accepted with regular quantities of Compostables without extra charge. The City  
40 shall designate no more than three storm events each calendar year.  
41

42 The Contractor shall provide annual Christmas tree collection during the first two weeks of each year at  
43 no additional charge for both Single-family and Multifamily Customers, including those Multifamily  
44 Customers that do not subscribe to Compostables collection. Clean uncontaminated (e.g. no tinsel,  
45 unflocked) trees up shall be collected without further preparation. Customers shall be required to cut  
46 the trees into sections no longer than four feet and place trees in Compostable Carts wherever possible.

1 Trees collected under this program shall not be considered Yard Debris Extra Units subject to additional  
2 fees.

3  
4 Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial  
5 Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris  
6 shall be placed in bags, bundles, or open cans.

7  
8 The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage  
9 collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and  
10 shall return Containers in an upright position, with lids attached, to their set out location and out of the  
11 public street

#### 12 **4.2.4 Multifamily Complex and Commercial Customer Garbage Collection**

##### 13 **4.2.4.1 Subject Materials**

14  
15 The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial  
16 Customers in or next to Containers.

##### 17 **4.2.4.2 Containers**

18  
19 Multifamily Complex and Commercial Customers shall be offered a full range of Container and service  
20 options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-  
21 compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for  
22 compacting Containers or unless otherwise set forth in this Contract and directed by the City.

23  
24 Materials in excess of Container capacity or the subscribed service level shall be collected and properly  
25 charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in  
26 sufficient detail to allow accurate recording and charging of all Extra Units.

27  
28 The Contractor may use either or both front-load or rear-load Detachable Containers to service  
29 Multifamily Complex and Commercial Customers. However, not all collection sites within the City  
30 Service Area may be appropriate for front-load collection due to limited maneuverability or overhead  
31 obstructions. The Contractor shall provide Containers and collection services capable of servicing all  
32 Customer sites, whether or not front-load collection is feasible.

33  
34 Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial  
35 Customers within three (3) days of the Customer's initial request.

##### 36 **4.2.4.3 Specific Collection Requirements**

37  
38 Collections from both Multifamily Complex and Commercial Customers shall be made on a regular  
39 schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

40  
41 The Contractor shall provide locks for Containers upon request and remove and replace Containers from  
42 enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and  
43 Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-  
44  
45  
46  
47

1 five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the  
2 Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its  
3 nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid  
4 in excess of six (6) inches from the normally closed position. The Contractor shall not charge fees for  
5 either opening gates or unlocking containers. Customers with hard-to-access Containers requiring the  
6 Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized  
7 equipment for Container relocation may charge those Customers additional access fees and/or hourly  
8 fees consistent with Attachment B.

9  
10 Multifamily Complex and Commercial Garbage may request extra collections and shall pay a  
11 proportional amount of their regular monthly rate for that service as established by the City.

#### 12 13 **4.2.5 Multifamily Complex and Commercial Recyclables Collection**

##### 14 15 **4.2.5.1 Subject Materials**

16  
17 All properly prepared Recyclables listed in Attachment C for Multifamily and Commercial Customers,  
18 shall be collected as part of the basic Garbage collection services, without extra charge and without  
19 limit. The City reserves the right to engage in product stewardship and/or waste prevention activities  
20 that may result in one or more materials being removed from the Recyclables listed in Attachment C.

##### 21 22 **4.2.5.2 Containers**

23  
24 The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex and  
25 Commercial Customers requesting Containers.

26  
27 The Contractor shall encourage and promote recycling and recommend appropriate Container sizes  
28 through its site visit and evaluation process. The Contractor shall encourage the use of Detachable  
29 Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic  
30 yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts.  
31 Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting  
32 Customers within three (3) days of the Customer's initial request. The Contractor may decline to collect  
33 Recyclables if the Container in which they are placed by the Customer contains Excluded Materials or  
34 other materials that do not conform to the definition of Recyclables or that do not meet specifications.

##### 35 36 **4.2.5.3 Specific Collection Requirements**

37  
38 Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently  
39 if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular  
40 schedule on the same day(s) of the week and as close to a consistent time as possible to minimize  
41 Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-  
42 disruptive, and quiet manner, and shall return Containers after emptying to the same location as found,  
43 with their lids closed.

#### 44 45 **4.2.6 Multifamily Complex and Commercial Customer Compostables Collection**

1 The Contractor shall provide Cart-based Compostables collection services to requesting Multifamily  
2 Complexes and Commercial Customers. The City shall be notified by e-mail of any new such Customers  
3 before Container delivery and the City will notify the Contractor in return in the event that there have  
4 been past code compliance or other issues with that potential Customer that would make it unwise to  
5 provide that service to that Customer.

#### 6 7 **4.2.6.1 Subject Materials** 8

9 The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or  
10 Commercial Customer, subject to that Customer's continued compliance with material preparation  
11 requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be  
12 tagged in writing in a prominent location with an appropriate problem notice explaining why the  
13 material was rejected.

#### 14 15 **4.2.6.2 Containers** 16

17 Carts or Food Mini-Cans shall be provided to Customers as part of the service at no additional charge.  
18 Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial  
19 Customers within three (3) days of a Customer's initial request.

20  
21 The Contractor shall offer regular weekly or twice-weekly collection of the following service levels, at  
22 the rates set forth in Attachment B:

- 23  
24 1. One 32-gallon cart (weekly)  
25 2. One 64-gallon cart (weekly or semi-weekly)  
26 3. One 96-gallon cart (weekly or semi-weekly)  
27

#### 28 **4.2.6.3 Specific Collection Requirements** 29

30 Multifamily Complex and Commercial Customer Compostables collection shall occur weekly or twice-  
31 weekly, as subscribed for and requested by the Customer. Collections shall be made on a regular  
32 schedule on the same day(s) of the week and as close to a consistent time as possible to minimize  
33 Customer confusion. The Contractor's crews shall make collections in an orderly and quiet manner, and  
34 shall return Containers after emptying to the same location as found, with their lids closed.  
35

#### 36 **4.2.7 Drop-Box Container Garbage Collection** 37

##### 38 **4.2.7.1 Subject Materials** 39

40 The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in  
41 accordance with the service level selected by the Customer.  
42

1 **4.2.7.2 Containers**

2  
3 The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the  
4 standards described in Section 4.1.15. Both Customer-owned and Contractor-owned Drop-box  
5 Containers shall be serviced, including Customer-owned compactors.  
6

7 The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty  
8 containers by the Contractor to new and temporary Customers within three (3) business days after the  
9 Customer's initial request.  
10

11 **4.2.7.3 Specific Collection Requirements**

12  
13 The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box  
14 Containers on the same business day if the Customer's initial request is received by the call center  
15 before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received  
16 by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty  
17 Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box  
18 Containers shall be delivered to new Customers within one business day of their initial request.  
19

20 The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked  
21 enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if  
22 (1) the Customer requests that Contractor deliver material to a facility other than the closest King  
23 County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material  
24 under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer  
25 in writing (e-mail is acceptable) as to the basis of the additional time and/or mileage charges to be  
26 payable by the Customer on account of such delivery(ies).  
27

28 **4.2.8 Temporary (Non-Event) Container Customers**

29  
30 The Contractor shall maintain a sufficient Container inventory, including Detachable Container and  
31 Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary  
32 Customers within twenty-four (24) hours after the Customer's initial request. The charges for temporary  
33 Detachable Container service as listed in Attachment B shall include delivery, collection, distance, and  
34 disposal or processing for Recyclables or Compostables. No additional fees other than those included in  
35 Attachment B may be charged. Temporary Garbage services do not include embedded Recycling or  
36 Compostables collection and shall not exceed ninety (90) days in duration. Customers requiring service  
37 for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and  
38 Compostables service.  
39

40 **4.2.9 Special Event Services**

41  
42 The Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to  
43 Customers sponsoring special events within the Service Area at the rates listed in Attachment B. The  
44 Contractor shall provide such Customers with assistance in determining Container needs and signage for  
45 Garbage, Recyclables, and Compostables at the special events, including site visits and technical  
46 assistance to ensure that the maximum Recyclables and Compostables diversion is achieved. The  
47 Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a

1 summary of the volumes and tonnages of materials disposed of, and diverted for recycling and  
2 composting.

3  
4 The Contractor shall provide special event services as a bundle, with each event provided collection of  
5 Recyclables and Compostables at no additional charge as part of the event Garbage collection service.  
6 The provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written  
7 approval of the City.

8  
9 **4.2.10 City Services**

10  
11 The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all the City -  
12 owned municipal facilities and parks as a part of this Agreement and at no additional charge. The service  
13 levels for each City facility listed may be changed at the City's discretion at no additional cost to the City.  
14 As of the date herein, these facilities consist of the following:

15  
16

Facility	Service Address
City Hall	801 SW 174 <sup>th</sup> Street
Recreation Facility	801 SW 174 <sup>th</sup> Street
Public Works Facility	19900 4 <sup>th</sup> Ave SW

17  
18 At any time during the Term of this Contract, the City may add up to two new City facilities in addition to  
19 those listed above.

20  
21 In cases in which Garbage, Recyclables or Compostables are generated through the performance by  
22 third parties of services for the City outside of the normal operation of a municipal facility, Contractor  
23 may charge for the collection of such materials in accordance with charges listed in Attachment B. For  
24 example, the City could be required by the Contractor to pay for the disposal of debris generated by the  
25 replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on  
26 an ongoing basis at all City facilities in the ordinary course of their operations, however, whether  
27 generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor without  
28 charge to the City. Tenants or other occupants of a municipal facility, other than those who operate the  
29 facility as a City contractor of municipal services may be charged by Contractor in accordance with this  
30 Contract for the collection from them of associated Garbage, Recyclables and Compostables.

31  
32 **4.2.11 Community Events**

33  
34 The Contractor shall provide Garbage, Recyclables and Compostables services for up to three City-  
35 sponsored special events at no charge to the City or users. Container capacity shall be coordinated with  
36 event staff to ensure that sufficient Container capacity and collection frequency is provided by the  
37 Contractor.

1 Additional event services for public (above the three provided at no cost each year) or all events  
2 conducted by private Customers shall be charged at the rate listed in Attachment B. Rates are all-  
3 inclusive for delivery, setup and collection of containers.

#### 4.2.12 On-call Bulky Waste Collection

6  
7 The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and  
8 Commercial Customers.

9  
10 On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for  
11 no more than the charge set forth in Attachment B to this Contract, with collection occurring no later  
12 than five (5) business days after a Customer initial request.

13  
14 Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours  
15 prior to collection. The Contractor shall notify the Customer of the specific date that their item will be  
16 collected, the charge that will be made to their next bill, and where the item should be placed for  
17 collection.

18  
19 The Contractor shall recycle all metal white goods, unless another arrangement is approved in writing by  
20 the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall  
21 direct Customers to remove doors from refrigerators and freezers before collection and not to place  
22 Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

23  
24 The Contractor shall maintain a separate log listing service date, materials collected, Customer charges,  
25 weights, and whether the item was recycled or disposed. This log shall be provided to the City on a  
26 monthly basis in accordance with Section 4.3.4. On-call Bulky Waste collection must occur during the  
27 hours and days specified in Section 4.1.3, with the exception that Saturday collection is permissible if it  
28 is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-  
29 disruptive and quiet manner.

#### 4.2.13 Excluded Services

30  
31  
32 This Contract does not include the collection or disposal of Unacceptable Waste.

### 4.3 COLLECTION SUPPORT AND MANAGEMENT

#### 4.3.1 General Customer Service

33  
34  
35  
36  
37  
38 The Contractor shall be responsible for providing all Customer service functions, including, but not  
39 limited to:

- 40
- 41
- 42 • Answering Customer telephone calls and e-mail requests;
- 43 • Requesting at start of service Customer's preference for notification of service changes via rob-  
44 calls, texts or emails;
- 45 • Informing Customers of current, new, and optional services and charges;
- 46 • Handling Customer subscriptions and cancellations;
- 47 • Receiving and resolving Customer complaints;

- 1 • Dispatching Drop-box Containers, temporary containers, and special collections;
- 2 • Billing; and,
- 3 • Maintaining and updating regularly as necessary a user-friendly internet website.
- 4 • Maintaining and updating regularly as necessary a user-friendly mobile application.

5  
6 These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor  
7 charges set forth in Attachment B.

#### 8 **4.3.2 Specific Customer Service Requirements**

9  
10 The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within  
11 King County. Operations and management staff shall be located at that site, provided that call center  
12 operations may be remotely provided. The Contractor's call center shall be open at a minimum from  
13 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays. The holiday collection schedule  
14 described in Section 4.1.6 shall also apply to Customer service coverage. Customer service  
15 representatives shall be available through the Contractor's call center during office hours for  
16 communication with the public and City representatives. Customer calls shall be taken during office  
17 hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall  
18 have an answering or voice mail service available to record messages from all incoming telephone calls,  
19 and include in the message an emergency telephone number for Customers to call during outside  
20 normal office hours in case of an emergency.

21  
22 The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The  
23 Contractor shall have a representative, or an answering service to contact such representative, available  
24 at such emergency telephone number for city-use during all hours, including normal office hours.  
25 Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for  
26 performance fees in accordance with Section 6.1.2

#### 27 28 **4.3.2.1 Customer Service Representative Staffing**

29  
30 During office hours, the Contractor shall maintain sufficient call center staff to answer and handle  
31 complaints and service requests from all Customers without delay. If incoming telephone calls  
32 necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service  
33 demands. The Contractor shall provide and publicize a telephone number capable of handling service  
34 related text messages.

35  
36 The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests  
37 in a timely manner made by methods other than telephone, including letters, e-mails, text messages or  
38 webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints  
39 and service requests in a timely manner, the Contractor shall increase staffing levels to meet  
40 performance criteria.

41  
42 The Contractor shall provide additional staffing during the transition and implementation period, and  
43 especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the  
44 fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available  
45 to minimize Customer waits and inconvenience. The Contractor shall receive no additional  
46 compensation for increased staffing levels during the transition and implementation period. Staffing

1 levels during the transition and implementation period shall be subject to the City's prior review and  
2 approval.

3  
4 **4.3.2.2 City Customer Service**

5  
6 The Contractor shall maintain staff that has management level authority to provide a point of contact  
7 for the majority of inquiries, requests, and coordination covering the full range of Contractor activities  
8 related to this Contract. Duties include, but are not limited to:

- 9  
10
  - Assisting staff with promotion and outreach to Single-Family Residences, Multifamily  
11 Complexes, Commercial Customers, and special events;
  - 12 • Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and  
13 inquiries; and,
  - 14 • Assisting the City with program development and design, research, response to inquiries, and  
15 troubleshooting issues.

16  
17 A Contractor-designated service expert shall be immediately accessible by staff to address emerging  
18 problems as needed, and shall return messages (telephone, text or e-mail) within four (4) hours of the  
19 City's leaving or sending a message.

20  
21 Should the Contract fail to meet the City expectations for customer service as described herein, the  
22 Contractor shall be assessed performance fees in accordance with Section 6.1.

23  
24 **4.3.2.3 Service Recipient Complaints and Requests**

25  
26 The Contractor shall record all complaints and service requests, regardless of how received, including  
27 date, time, Customer's name and address, if the Customer is willing to give this information, method of  
28 transmittal, and nature, date and manner of resolution of the complaint or service request in a  
29 computerized daily log. Any telephone calls received through the Contractor's non-office hours voice  
30 mail or answering service shall be recorded in the log the no later than by the following business day.  
31 The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all  
32 complaints within twenty-four (24) hours of the original phone call, letter, or internet communication,  
33 and service requests within the times established throughout this Contract for various service requests.  
34 If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted  
35 in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

36  
37 The Customer service log shall be available for inspection by the City, or its designated representatives,  
38 during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall  
39 provide a copy of this log in an electronic format from the Microsoft Office suite of software to the City  
40 with the monthly report.

41  
42 **4.3.2.4 Handling of Customer Calls**

43  
44 All incoming telephone calls shall be answered promptly and courteously, with an average speed of  
45 answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2)  
46 minutes per occurrence, and on a monthly basis, no more than 10% of incoming telephone calls shall be  
47 place on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a

1 Customer service representative when calling the Contractor's Customer service telephone number  
2 during office hours without navigating an automated phone answering system. An automated voice mail  
3 service or phone answering system may be used when the office is closed.  
4

5 A Customer calling into the Customer service phone lines and placed on hold shall hear either the City -  
6 specific messages or messages that are applicable and not misleading to Customers.  
7

#### 8 **4.3.2.5 Corrective Measures** 9

10 Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the  
11 telephone, the City may request the Contractor submit a plan to the City for correcting the problem.  
12 Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the  
13 corrective measures, except during the transition and implementation period from one (1) month prior  
14 to the Date of Commencement of Service, through the end of the fourth month after the Date of  
15 Commencement of Service, during which the Contractor shall have one (1) week to implement  
16 corrective measures. Reasonable corrective measures shall be implemented without additional  
17 compensation to the Contractor. Failure to provide corrective measures shall result in possible  
18 performance fees for the Contractor.  
19

#### 20 **4.3.2.6 Contractor Internet Website** 21

22 The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day,  
23 seven (7) days a week, containing information specific to the City's collection programs, including at a  
24 minimum contact information, collection schedules, day of collection map that is dated as of the last  
25 change and always current, material preparation requirements, available services and options, rates and  
26 fees, inclement weather service changes, and other relevant service information for its Customers. The  
27 website shall include an e-mail function for Customer communication with the Contractor, and the  
28 ability for Customers to submit service requests and manage their services on-line. E-mailed Customer  
29 service requests shall be answered within twenty-four (24) hours of receipt.  
30

31 The website design shall be usability tested and then submitted to the City for approval a minimum of  
32 three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall  
33 be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide  
34 among its local staff a knowledgeable and proficient website manager that is responsive to the City's  
35 request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual  
36 messages only shall be uploaded to the website within seventy-two (72) hours of the time of the  
37 request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-  
38 sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a  
39 Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and  
40 not more than six (6) hours from of the time of request. Changes requested by the City that include a  
41 graphical component must be uploaded to the website within ten (10) days of the time of the request.  
42

43 The Contractor shall update the website monthly, and more often if necessary, and provide links to the  
44 City's website, checking on a regular basis that all links are current. The website shall include  
45 information requested by the City translated into a minimum of four (4) languages other than English,  
46 including Spanish, Chinese, Russian, and one other language to be identified by the City. Upon the City's

1 request, the Contractor shall provide a website utilization report indicating the usage of various website  
2 pages and e-mail option.

#### 3 4 **4.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required**

5  
6 The Contractor's Customer service representatives shall be fully knowledgeable of all collection services  
7 available to Customers, including the various services available to Single-Family Residence, Multifamily  
8 Complex and Commercial Customers. For new Customers, Customer service representatives shall  
9 explain all Garbage, Recyclables, and Compostables collection options available depending on the sector  
10 the Customer is calling from. For existing Customers, the representatives shall explain new services and  
11 options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and  
12 other Customer concerns. Customer service representatives shall be trained to inform Customers of  
13 Recyclables and Compostables preparation specifications. City policy questions shall be immediately  
14 forwarded to the City for response.

15  
16 The Contractor's Customer service representatives shall have instantaneous electronic access to  
17 Customer service data and history to assist them in providing excellent customer service. The Contractor  
18 shall provide the City with internal customer service representative training and support information  
19 specific to the City to allow the City to review and check information provided to customer service  
20 representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved  
21 in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.

#### 22 23 **4.3.2.8 Customer Communications**

24  
25 All Customer communications (other than routine service and billing interactions with individual  
26 Customers) shall be reviewed and approved by the City before distribution.

27  
28 The City and Contractor recognize that Customer preferences for their method of communication may  
29 change during the Term of this Contract and agree to adjust customer service expectations to match  
30 Customer preferences. For example, if call traffic to the Contractor's telephone-based call center  
31 reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources  
32 accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract  
33 requirements periodically and negotiate in good faith any desired improvements to the Contract service  
34 standards related to customer service delivery.

#### 35 **4.3.3 Contractor's Customer Billing Responsibilities**

36  
37 The Contractor shall be responsible for all billing functions related to the collection services required  
38 under this Contract. All Single-family Residence Customers shall be billed every other month, and  
39 Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's  
40 invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's  
41 billing cycle parameters include, but are not limited to the service period, invoice date, due date, late  
42 fee date, reminder date(s), Container removal and stop-service date. The City reserves the right to  
43 review and provide feedback on the bill template used by the Contractor as to format and design to  
44 ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's  
45 recommendations in good faith. Billing and accounting costs associated with Customer invoicing,  
46 including credit card fees, shall be borne by the Contractor, and are included in the service fees in

1 Attachment B. The Contractor may bill to Customers late payments and “non-sufficient funds” check  
2 charges, as well as the costs of bad debt collection, under policies and amounts that have been  
3 previously approved in writing by the City.  
4

5 The Contractor shall offer paperless billing, including an autopay/electronic notification function that  
6 allows Customer to set up autopay and receive an e-mail or text notification of the amount and draw  
7 date of the payment, without requiring the Customer to navigate to the Contractor’s website to obtain  
8 that information.  
9

10 Customers may temporarily suspend collection services due to vacations or other reasons for as long  
11 and as often as desired in two (2) week increments and be billed pro-rata for actual services received.  
12 The Contractor may charge an extended vacation hold/standby fee as listed in Attachment B instead of  
13 retrieving Carts for those Customers who request a vacation hold greater than one month in duration.  
14

15 The Contractor shall be responsible for the following:  
16

- 17 • Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;  
18
- 19 • Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-  
20 content paper;  
21
- 22 • Generating bills that include at a minimum a statement indicating the Customer’s current  
23 service level, current charges and payments, appropriate taxes and fees, Customer service  
24 contact information and website information;  
25
- 26 • Generating bills that clearly state the date at which late fees will be assessed for non-payment;  
27
- 28 • Generating bills that have sufficient space on the front of the bill for educational or  
29 informational messaging, as directed by the City;  
30
- 31 • Accepting automatic ongoing payments from Customers via debit or credit card, checking or  
32 savings account withdrawal, or by wire transfer. No transaction fees may be levied on any  
33 Customer payments;  
34
- 35 • Accepting, processing, and posting payment data each business day;  
36
- 37 • Maintaining a system to monitor Customer subscription levels, record excess Garbage or  
38 Compostables collected, place an additional charge on the Customer’s bill for the excess  
39 collection, and charge for additional services requested and delivered. This system shall  
40 maintain a Customer’s historical account data for a period of not less than six (6) years from the  
41 end of the fiscal year in accordance with the City’s record retention policy, and in a manner that  
42 is instantaneously accessible to Customer service representatives needing to refer to Customer  
43 service data and history;  
44
- 45 • Accepting and responding to Customer requests for service level changes, missed or inadequate  
46 collection services, and additional services;  
47

- 1 • Collecting unpaid charges from Customers for collection services; and
- 2
- 3 • Implementing rate changes as specified in Section 5.3.
- 4

5 The Contractor shall be required to have procedures in place to backup and minimize the potential for  
6 the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history)  
7 database. The Contractor shall ensure that at a minimum a daily backup of the account servicing  
8 database is made and stored off-site. The Contractor shall also provide the City with a copy of the  
9 account servicing database (excluding Customer financial information such as credit card or bank  
10 account numbers) sorted by Customer sector via e-mail, FTP site or electronic media upon request. The  
11 City shall have unlimited rights to use such account servicing database for the purpose of developing  
12 targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or  
13 providing information to successor contractors.

14  
15 Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic  
16 copy at the City's discretion of the requested Customer information and history, including but not  
17 limited to Customer names, service and mailing addresses, contact information, service levels, and  
18 current account status.

#### 19 **4.3.4 Reporting**

20  
21 The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report  
22 formats may be modified from time to time at the City's request at no cost to the City. In addition, the  
23 Contractor shall allow staff access to pertinent operations information related to compliance with the  
24 obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage,  
25 Recyclables, and/or composting facility certified weight slips, and Customer charges and payments.

##### 26 27 **4.3.4.1 Monthly Reports**

28  
29 On a monthly basis, by the last working day of each month, the Contractor shall provide a report  
30 containing the following information for the previous month. Reports shall be submitted in an electronic  
31 format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports  
32 shall include:

- 33
- 34 1. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name,  
35 property name and address, date of contact or site visit, reason for site visit, results of Customer  
36 request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage,  
37 Recycling, Compostables, etc.), frequency of collection for various materials before site visit and  
38 resulting changes after site visit, additional follow-up needed, follow-up conducted, results of  
39 follow-up, and materials provided.
- 40
- 41 2. A tabulation of the number of Single-Family, Commercial, and Multifamily Complex accounts by  
42 service level/Container size, and service frequency.
- 43
- 44 3. Reports from the Contractor's customer service telephone system showing total call volume,  
45 total calls answered, average speed of answer, percent of calls answered within thirty (30)  
46 seconds, total calls placed on hold, percent of calls on hold answered within twenty (20)

1 seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned  
2 calls, abandonment rate (abandoned call divided by total volume of calls), and average time to  
3 abandonment.  
4

- 5 4. Website utilization report showing total number of Customers managing their services on-line,  
6 total number of e-mails received via website, data on site usage, and other data or information  
7 as Normandy Park may require for internal reporting purposes.  
8
- 9 5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for  
10 each collection sector by month and year-to-date. The summary shall include program  
11 participation statistics including: a summary of Multifamily Complex and Commercial  
12 participation in recycling programs and set-out statistics for Residential Garbage, Compostables,  
13 and Recyclables collection services. Where item counts are more appropriate for certain  
14 Recyclables or Bulky Wastes (e.g. appliances, CFLs, etc.), reporting item counts are sufficient.  
15 The summary shall include the names of facilities used for all materials and tonnage delivered to  
16 each facility.  
17
- 18 6. A summary of Recyclables quantities, market prices, contamination levels and processing  
19 residues disposed as Garbage.  
20
- 21 7. A list of current disposal or processing locations and fees per ton for each material collected.  
22
- 23 8. A description of any vehicle accidents or infractions.  
24
- 25 9. A description of any changes to collection routes, Containers, vehicles (including the  
26 identification of back-up vehicles not meeting contract standards with the truck number and  
27 date of use), customer service or other related activities affecting the provision of services  
28
- 29 10. A description of any promotion, education, and outreach efforts, including where possible,  
30 samples of materials, and summary of any feedback or response received from Customers.  
31
- 32 11. A description of Contractor activities and tonnages related for city services and events.  
33
- 34 12. A summary of Customer metrics consistent with the fee reporting requirements of the Local  
35 Hazardous Waste Management Program for the purpose of paying quarterly fees.  
36

37 If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an  
38 apportioning methodology that allows the accurate calculation and reporting of collection volumes and  
39 quantities from the different sectors. The apportioning methodology shall be subject to the prior review  
40 and written approval of the City, and shall be periodically verified through field-testing by the  
41 Contractor.  
42

#### 43 **4.3.4.2 Annual Reports**

44

45 On an annual basis, by the first working day of March, the Contractor shall provide a report containing  
46 the following information for the previous year:  
47

- 1 1. A consolidated summary and tabulation of the monthly reports, described above.
- 2
- 3 2. A discussion of highlights and other noteworthy experiences, along with measures taken to
- 4 resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables
- 5 and Compostables collection programs.
- 6
- 7 3. A discussion of opportunities and challenges expected during the current year, including steps
- 8 being taken to take advantage of opportunities and resolve the challenges.
- 9
- 10 4. A discussion of promotion, education, and outreach efforts, and accomplishments for each
- 11 sector.
- 12
- 13 5. An inventory of current collection vehicles and other major equipment, including model, year,
- 14 make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector
- 15 assigned to or used in, and maintenance history, including vehicle painting.
- 16
- 17 6. An inventory of all Containers used in the performance of this Contract, including location
- 18 address, Customer name and contact information, and the size of all Containers used at that
- 19 address.
- 20
- 21 7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service, but
- 22 not receiving one or both services, with the results of required contacts made during the year to
- 23 promote the Recycling and/or Compostables service to those complexes, including the reason
- 24 why the Multifamily Complex is not receiving Recycling and/or Compostables service.
- 25
- 26 8. A list of Commercial Customers eligible for Recycling and Compostables collection service, but
- 27 not receiving one or both services, with the results of required contacts made during the year to
- 28 promote the Recycling and/or Compostables service to those sites, including the reason why the
- 29 Commercial Customer is not receiving Recycling and/or Compostables service.
- 30
- 31 9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and
- 32 replacement completed or not completed on schedule during the previous year.
- 33
- 34 10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and
- 35 resolutions or results, as required in Section 4.3.4.1. The summary shall organize Customer
- 36 requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-
- 37 ups).
- 38

39 The annual report shall be specific to the City's operations, written in a format appropriate for contract  
 40 management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

41  
 42 **4.3.4.3 Ad Hoc Reports**

43  
 44 The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to  
 45 the City. These reports may include customer service database tabulations to identify specific service  
 46 level or participation patterns or other similar information. Reports shall be provided in a City-defined

1 format and with Microsoft software compatibility. These reports shall not require the Contractor to  
2 expend more than fifty (50) staff hours per year to complete.

3  
4 **4.3.4.4 Other Reports**

5  
6 If requested by the City, the Contractor shall provide daily route information for all service sectors and  
7 collection streams for the purpose of evaluating potential collection system changes during the Term of  
8 the Contract. Information received by the City shall be subject to existing laws and regulations regarding  
9 disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington.

10  
11 **4.3.5 Promotion and Education**

12  
13 The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for  
14 developing, designing, executing, and distributing public promotion, education, and outreach programs.  
15 The Contractor shall also have primary responsibility for Customer recruitment, providing annual  
16 service-oriented information and outreach to Customers, including providing on-site Commercial  
17 Recycling and Compostables technical assistance, distributing City-developed promotional and  
18 educational pieces at the City's direction, and implementing on-going recycling promotions, education,  
19 and outreach programs at the direction of the City. All written materials, Customer surveys and other  
20 general communications provided to Customers by the Contractor shall be approved in advance by the  
21 City. Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and  
22 education program for the following year, including adjustments in materials and/or targeted audiences.  
23 The City may elect to assist the Contractor with development of promotional material layout and text, as  
24 staff time allows, otherwise the Contractor shall be responsible for all design and development work,  
25 subject to City approval.

26  
27 Each year, the Contractor shall print and deliver an annual comprehensive service guide to each Single-  
28 Family Residential and Multifamily Complex customer which shall include, at a minimum, information on  
29 the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options  
30 for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any  
31 other pertinent information.

32  
33 The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites  
34 to encourage recycling participation, address concerns, space or contamination problems, provide  
35 outreach to residents, and inform the manager or owner of all available services and ways to decrease  
36 Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or  
37 consultants hired to conduct outreach and education, and provide technical assistance.

38  
39 The Contractor shall, at the City's request, address concerns, space or contamination problems, and  
40 offer additional education or training to tenant businesses. The Contractor's educational efforts to  
41 Commercial Customers shall include offering to perform no-cost waste audits to determine areas that  
42 need improvement, developing and covering the cost of stickers or signage for interior collection  
43 containers, and delivering Commercial Customer program packets to the Commercial Customers or their  
44 tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor  
45 shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach  
46 and education, and provide technical assistance.

1 The Contractor shall, upon the approval of the City and the request of a Commercial Customer or a  
2 tenant business, and at the Contractor's expense, conduct a site visit within one week of the request to  
3 review existing services, determine recycling potential, and assess space constraints for additional  
4 Containers.

5  
6 Any additional promotional, educational, and informational materials provided by the Contractor to  
7 Customers in connection with the Contract shall be designed, developed, printed, and delivered by the  
8 Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content,  
9 and method of delivery. The City shall review and approve all materials and a minimum of a two (2)  
10 weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review  
11 and approval.

12  
13 Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from  
14 also conducting targeted outreach and technical assistance to encourage waste prevention and  
15 recycling.

16  
17 **4.3.6 Transition to Next Contractor**

18  
19 The Contractor shall work with the City and any successive contractor in good faith to ensure minimal  
20 Customer disruption during the transition period from the City's previous contractor to the City's new  
21 Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor  
22 and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In  
23 the event that the City does not elect to retain the Contractor's Containers pursuant to Section 4.1.15.3,  
24 the Contractor shall remove any Containers for all services or any portion of services provided under this  
25 Contract upon sixty (60) days written notice from the City.

26  
27 Upon written request of the City at any time during the term of this Contract, the Contractor shall  
28 provide a detailed customer list, including customer name, service address, mailing address, and  
29 collection and container rental service levels to the City in Microsoft Excel format within seven (7) days  
30 request of the City.

31  
32 Failure to fully comply with this Section 4.3.6 shall result in the forfeiture of the Contractor's  
33 performance bond, at the City's discretion.

34  
35 **5. COMPENSATION**

36  
37 **5.1 Compensation to the Contractor**

38  
39 **5.1.1 Rates**

40  
41 The Contractor shall be responsible for billing and collecting funds from Single-family Residence,  
42 Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in  
43 Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed  
44 in Attachment B. These payments shall comprise the entire compensation due to the Contractor.

45  
46 In the event that a Customer places Excluded Materials or Unacceptable Materials in a Container, and  
47 the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with

1 those materials, the Contractor may charge the Customer the actual costs of managing those materials,  
2 as approved by the City. Actual costs shall include additional transportation, handling, and disposal  
3 costs incurred by the Contractor for handling only those specific materials traceable to that Customer.  
4

5 The City is not required under this Contract to make any payments to the Contractor for services  
6 performed, or for any other reason, except as specifically described in this Contract, or for services the  
7 City obtains as a Customer.  
8

9 In the event that the Contractor or a Customer desires solid waste-related services not specifically  
10 addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in  
11 writing, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs.  
12 Upon the City's written approval, the Contractor may provide the requested services. In no case shall  
13 the Contractor provide unauthorized services or charge unauthorized rates.  
14

15 **5.1.2 Itemization on Invoices**  
16

17 All applicable City, County, and Washington State solid waste or household hazardous waste taxes or  
18 fees, utility taxes, and (if allowed under the last paragraph of Section 5.1.2) sales taxes shall be itemized  
19 separately on Customer invoices and added to the charges listed in Attachment B, except that the City  
20 Administrative Fees shall be included in Attachment B rates and shall not be itemized separately on  
21 Customer invoices.  
22

23 All Recyclables collection costs and revenues shall be included in the Garbage collection rates for all  
24 Customers and are included in the Customer rates listed in Attachment B.  
25

26 Charges for excess Garbage or Compostables, Single-family, Multifamily Complex and Commercial  
27 Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection  
28 services, Container rentals, or temporary Container services shall be itemized on the Customer invoices  
29 separately by the Contractor, and may at no time exceed the charges set forth in Attachment B.  
30

31 The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized  
32 separately on Customer invoices with charges for Drop-box Container service. The Contractor shall  
33 charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's  
34 costs and margin related to handling the pass-through disposal component.  
35

36 The Contractor shall not separately charge sales tax for services that include any Container as part of the  
37 overall service package. Only Services that separate and itemize optional container rental (specifically  
38 Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor  
39 shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are  
40 included in the rates provided in Attachment B. In no case shall Customers be separately charged sales  
41 taxes paid by the Contractor on its equipment and Containers.  
42

43 **5.2 Compensation to the City**  
44

45 The Contractor shall pay to the City a one-time fee of twenty-five thousand dollars (\$25,000) upon  
46 Contract execution to cover City costs for procuring this Contract.  
47

1 In the event that the City establishes an Administrative Fee, the City shall provide notice to the  
2 Contractor of the percentage amount no later than September 1st of the year prior to the January 1st  
3 implementation of the Administrative Fee. The Contractor shall then pay to the City an Administrative  
4 Fee on or before the fifteenth (15<sup>th</sup>) day of each month during the remaining term of this Contract,  
5 starting on February 15th of the year of implementation. The Administrative Fee shall be based on the  
6 gross revenues received by the Contractor from Commercial and Multifamily Customers under this  
7 Agreement, excluding Drop-box disposal fees. The method of incorporating the Administrative Fee shall  
8 be determined by the City and Contractor at the time of implementation and will be revenue neutral for  
9 the Contractor. The Contractor's obligations to pay the Administrative Fee shall extend past the  
10 termination date of this Contract until the Contractor is no longer receiving payments from Customers  
11 for services provided under this Contract.

12  
13 The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer  
14 receipts during any accounting period during the term of the Contract. The audit shall be confined to  
15 confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad  
16 debt recovery.

17  
18 The City may change the Administrative Fee level in any year, provided that the change is synchronized  
19 with the annual Contractor rate modification described in Section 5.3.1. The City shall notify the  
20 Contractor of the new Administrative Fee for the following year by September 1<sup>st</sup>, and the Contractor  
21 shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided  
22 October 1<sup>st</sup> of each year. In the event that the Administrative Fee is adjusted, either up or down, the  
23 Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in 2017), as may be  
24 adjusted from time to time by the State of Washington.

25  
26 In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and  
27 taxes as described in Section 8.10, Permits and Licenses.

## 28 29 **5.3 Compensation Adjustments**

### 30 31 **5.3.1 Annual CPI Modification**

32  
33 The Contractor's collection service charges and miscellaneous fees and Contract options contained in  
34 Attachment B, excluding waste disposal fees, for each level of service shall increase each year by one  
35 hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for the  
36 Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items  
37 (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of Labor, Bureau of  
38 Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period  
39 ending June 30<sup>th</sup> of the previous year that the request for increase is made. For example, an adjustment  
40 to the Contractor's collection service charge for 2020 will be based on the CPI for the twelve (12) month  
41 period ending June 30, 2019.

1  
2 In the event that the CPI index series decreases year-to-year, the service component of Contractor rates  
3 shall remain unchanged, and the successive year's adjustment shall be based on the most recent June  
4 30<sup>th</sup> CPI index value which yielded a positive year-to-year adjustment. In the event that the CPI Index  
5 series increases over six percent (6%) year-to-year, the actual adjustment used shall be capped at six  
6 percent (6%).  
7

8 Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01).  
9 Fractions less than one cent (\$0.01) shall not be considered when making adjustments.  
10

11 The Contractor's compensation shall be adjusted annually, beginning January 1, 2020. The Contractor  
12 shall submit in writing and electronic form to the City for review and verification a Rate Adjustment  
13 Statement, calculating the new rates for the next year, on or by October 1<sup>st</sup> of each year, starting  
14 October 1, 2020. In the event that the Contractor does not submit a Rate Adjustment Statement by  
15 October 1<sup>st</sup>, the City shall calculate and unilaterally implement a rate adjustment based on the best  
16 available information as of October 1<sup>st</sup> of that year for the applicable period and the Contractor shall  
17 lose the right to appeal this action. On the City's review and verification, the new rates shall take effect  
18 on January 1<sup>st</sup> of the following year. An example of rate adjustments due to Consumer Price Index  
19 changes is provided in Attachment D.  
20

### 21 **5.3.2 Changes in Disposal Fees** 22

23 Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in  
24 County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component  
25 of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal  
26 fee applied to the disposal components included in Attachment B of this Contract. Disposal fee changes  
27 shall be effective on the date of the County's implementation, provided that the Contractor has  
28 provided Customers proper notification of the change in accordance with State law.  
29

30 An example of rate modifications due to disposal fee changes is provided in Attachment D.  
31

### 32 **5.3.3 Changes in Disposal or Compostables Processing Sites** 33

34 If the Contractor is required by the City or other governmental authority to use Garbage disposal or  
35 Compostables processing sites other than those being used at the initiation of this Contract, the  
36 Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost  
37 or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a  
38 case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to  
39 the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to  
40 negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs  
41 or savings.  
42

43 If the Contractor is no longer be able to find a processing site for all collected Compostables, after a  
44 good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop  
45 the collection of affected components of Compostables, such as Food Scraps, from the Contract and the  
46 City and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If  
47 the Contractor is subsequently able to find a processing site for Compostables or the site that was

1 originally used for processing Compostables is able to resume taking the dropped materials, the City  
2 reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate  
3 reduction for the reduction in service.

#### 4 5 **5.3.4 Other Modifications**

6  
7 Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify  
8 rates due to employee wage increases, changes in Compostables processing fees, changes in commodity  
9 value, Garbage collection service level shifts, or other changes affecting the collection system.

10  
11 In the event that unforeseen temporary market circumstances prevents or precludes compliance with  
12 the recycling requirements of Section 4.1.11 the Contractor may request a temporary adjustment or  
13 other relief from the requirements of that Section 4.1.11. The City may request any and all  
14 documentation and data reasonably necessary to evaluate such request by the Contractor, and may  
15 retain, at its own expense, an independent third party to audit and review such documentation and such  
16 request. If such third party is retained, the City shall take reasonable steps, consistent with State law, to  
17 protect the confidential or proprietary nature of any data or information supplied by the Contractor.

18  
19 The City shall review the Contractor's request within one hundred twenty (120) days of receipt. Upon  
20 the City's review of the Contractor's request, the City shall approve or deny the request, at its sole  
21 discretion.

22  
23 If an unforeseen market circumstance persists more than nine (9) months, the Parties agree to engage in  
24 good faith negotiations to determine a mutually acceptable course of action, including but not limited to  
25 eliminating the materials from the list of Recyclables, changing Customer preparation requirements,  
26 modifying Contractor rates, or any other mutually-agreeable solution.

#### 27 **5.3.5 New or Changes in Existing Taxes**

28  
29 If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing  
30 taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the  
31 Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and  
32 the impact of these changes results in increased or decreased Contractor costs in excess of two  
33 thousand five hundred dollars (\$2,500) in the aggregate annually, the Contractor shall submit a detailed  
34 proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is  
35 intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass  
36 through any resulting additional costs incurred by the Contractor to the Contractor or any savings  
37 realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to  
38 determine whether compensation adjustments are appropriate for the amount exceeding the two  
39 thousand five hundred dollar (\$2,500) aggregated threshold (in cases in which the threshold applies)  
40 and if so, to determine the amount and the method of adjustment.

#### 41 **5.3.6 Changes in Service Provision**

42  
43 In the event that either the Contractor or the City initiates any changes in how Contract services are  
44 provided that reduce Contractor costs and cause adverse Customer impacts, the Contractor shall  
45 promptly notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30)

1 days of the subject change so that the City and the Contractor's Customers shall receive the benefit of  
2 fifty percent (50%) of the cost savings.

3  
4 **5.4 Change in Law**

5  
6 Except to the extent addressed otherwise in this Contract, changes in federal, State, or local laws or  
7 regulations that result in a detrimental change in circumstances or a material hardship for the  
8 Contractor in performing this Contract may be the subject of a request by the Contractor for a rate  
9 adjustment, subject to review and approval by the City, such approval not to be unreasonably withheld.  
10 If the City requires review of financial or other information in conducting its rate review under this  
11 provision, then, at the request of the Contractor, the City may retain a third-party to review such  
12 information at the Contractor's expense, taking whatever steps are reasonably feasible, appropriate and  
13 lawful to protect the Contractor's documents identified as confidential and proprietary by the  
14 Contractor.

15  
16 **6. FAILURE TO PERFORM, REMEDIES, TERMINATION**

17  
18 The City expects high levels of Customer service and collection service provision. Performance failures  
19 shall be discouraged, to the extent possible, through specific performance fees for certain infractions  
20 and through Contract default for more serious lapses in service provision. Section 6.1 details infractions  
21 subject to performance fees and Section 6.2 details default provisions and procedures.

22  
23 **6.1 Performance Fees**

24  
25 The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's  
26 compliance with the provisions and requirements of this Contract. In the event that the City's inspection  
27 reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall  
28 present a documented incident report to the Contractor detailing such unsatisfactory performance. The  
29 Contractor and the City agree that upon receiving such report, the Contractor shall pay the following  
30 dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties  
31 under this Contract. The City and the Contractor agree that the City's damages would be difficult to  
32 prove in any litigation and that these dollar amounts are a reasonable estimate of the damages  
33 sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this  
34 Contract. The performance fees in this Section 6.1 shall not apply to the service impacts of Labor  
35 Disruptions, as separate performance fees shall apply under those circumstances, as described in  
36 Section 4.2.10.

37  
38 Performance fees shall include:

39

	<b>Action or Omission</b>	<b>Performance fees</b>
1	Collection before or after the times specified in Section 4.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).

	<b>Action or Omission</b>	<b>Performance fees</b>
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification.	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers,	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.

	<b>Action or Omission</b>	<b>Performance fees</b>
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 4.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
19	Failure to include city-authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required city-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to properly use an authorized switchable placard or nameplates as described in Section 4.1.13.	One hundred dollars (\$100) per placard per vehicle per day.
21	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
22	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
23	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

1  
2 Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the  
3 Contractor that shall be considered violations or breaches of the Contract, and the City reserves the  
4 right to exercise any and all remedies it may have with respect to these and other violations and  
5 breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate  
6 this Contract as described in Section 6.2.

7  
8 Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the  
9 Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days  
10 of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue  
11 penalty charges of eight (8.0%) percent per month of the amount of any delinquent payments.

12  
13 Any performance fees assessed against the Contractor may be appealed by the Contractor to the City  
14 within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to  
15 present evidence as to why the amount of the assessed performance fees should be lessened or  
16 eliminated, including the provision of incorrect information provided by a previous contractor for  
17 contract failures during the initial transition period. The City's decision shall be final.

1 **6.2 Contract Default**

2  
3 The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In  
4 addition, the Contractor shall be in default of the Contract should any of the following occur, including,  
5 but not limited to:  
6

- 7 1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or  
8 fails to provide any portion of service under the Contract on the Date of Commencement of  
9 Service, or for a period of more than five (5) consecutive days at any time during the term of this  
10 Contract, except as provided pursuant to Section 4.1.19;  
11  
12 2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license  
13 required by the City, County, or any federal, State, or other regulatory body in order to collect  
14 materials under this Contract, or comply with any environmental standards and regulations;  
15  
16 3. The Contractor fails to deliver all Garbage to King County Disposal Facilities, except as otherwise  
17 authorized in writing by the City;  
18  
19 4. The Contractor's noncompliance creates a hazard to public health or safety or the environment;  
20  
21 5. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any  
22 way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the  
23 prior written permission of the City;  
24  
25 6. The Contractor fails to make any required payment to the City, as specified in this Contract;  
26  
27 7. The Contractor is assessed performance fees pursuant to Section 6.1 in excess of ten thousand  
28 dollars (\$10,000) during any consecutive six (6) month period; or  
29  
30 8. The Contractor fails to resume full service to Customers within twenty-one days following the  
31 initiation of a labor disruption pursuant to Section 4.1.19.  
32

33 The City reserves the right to pursue any remedy available at law or in equity for any default by the  
34 Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of  
35 its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise  
36 (including but not limited to a hazard to public health or safety or the environment) that does not allow  
37 ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to  
38 exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or  
39 initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good  
40 faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure  
41 the stated reason within the stated period, or does not undertake efforts satisfactory to the City to  
42 remedy the stated reason, then the City may at its option terminate this Contract effective immediately.  
43

44 If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly  
45 comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and  
46 fails to correct the same, the City, after the initial ten (10) days' notice, may then declare the Contractor  
47 to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of

1 said notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon  
2 receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided  
3 under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10)  
4 days from such written notice, assume the services provided under this Contract that the City has  
5 ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the  
6 terms and conditions of the Contract, and all documents incorporated herein.

7  
8 In the event that the surety on the Contractor's performance bond fails to exercise its option within the  
9 ten (10) day period, the City may complete the services provided under this Contract or any part  
10 thereof, either through contract with another party or any other means.

11  
12 The City shall be entitled to recover from the Contractor and the surety on the Contractor's  
13 performance bond as damages all expenses incurred, including reasonable attorneys' fees, together  
14 with all such additional sums as may be necessary to complete the services provided under this  
15 Contract, together with any further damages sustained or to be sustained by the City. A surety  
16 performing under this Contract shall be entitled to payment in accordance with this Contract for  
17 Contract services provided by the surety, and shall otherwise be subject to the same rights and  
18 obligations with respect to the Contract services furnished by the surety as would be applicable if the  
19 Contract services were to be performed by the Contractor. The City's obligation to pay for such Contract  
20 services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments  
21 for sums, if any, owed by Contractor to City on account of Contractor's abandonment or default.

22  
23 If the City employees provide Garbage, Recyclables or Compostables collection, the actual incremental  
24 costs of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor  
25 and the surety on the Contractor's performance bond.

26  
27  
28 **7. NOTICES**

29  
30 All notices required or contemplated by this Contract shall be in writing and personally served or mailed  
31 (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by  
32 the City:

33 To the City:  
34  
35 **City Manager**  
36 **City of Normandy Park**  
37 **801 SW 174th Street**  
38 **Normandy Park WA 98166**

39  
40 To Contractor:  
41  
42 **Area Director of Public Sector Solutions**  
43 **Waste Management of Washington, Inc.**  
44 **720 4<sup>th</sup> Avenue, Suite 400**  
45 **Kirkland, WA 98033**

46 **8. GENERAL TERMS**  
47

1 **8.1 Collection Right**  
2

3 Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall  
4 contract to collect Garbage, Compostables and Recyclables placed in designated Containers and set out  
5 in the regular collection locations within the City Service Area. The City, by ordinance or other  
6 regulation, or by other effective means, will make unlawful the provision by any third party of any of the  
7 services to which the Contractor has the right by this Contract to be the exclusive provider. When asked  
8 by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor  
9 under this Contract; however, the City shall not be obligated to instigate, join in or contribute to the  
10 expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or  
11 joinder in such litigation is necessary for the protection of such rights. The Contractor may  
12 independently enforce its rights under this Contract against third party violators, including, but not  
13 limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such  
14 enforcement actions brought by the Contractor (without obligating the City to join any such litigation,  
15 except for as provided in this paragraph). Such efforts may include but not be limited to cease and  
16 desist letters, assistance with documenting violations, and other activities as City staff time reasonably  
17 allows.  
18

19 This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the  
20 generator; to Source-separated materials hauled by common or private carriers (including drop-off  
21 recycling sites); or to construction/demolition waste hauled by self-haulers or construction or  
22 demolition contractors in the normal course of their business.  
23

24 The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage,  
25 Recyclables, and Compostables once these materials are placed in Contractor-provided or the City -  
26 owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or  
27 Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be  
28 the financial responsibility of the Contractor.  
29

30 **8.2 Access to Records**  
31

32 The Contractor shall maintain in its local office full and complete operations, Customer, financial, and  
33 service records that at any reasonable time shall be open for inspection and copying for any reasonable  
34 purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7)  
35 years thereafter, maintain in an office in King County reporting records and billing records pertaining to  
36 the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting  
37 the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but  
38 shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional  
39 and deleted services provided under this Contract. The City shall be allowed access to these records for  
40 audit and review purposes, subject to the same protections of the Contractor's financial or other  
41 proprietary information set forth in Section 5.3.  
42

43 The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and  
44 Compostables on request within two (2) business days of the request. The weight slips may be  
45 requested for any period during the Term of this Contract.  
46

47 **8.3 Insurance**

1  
2 The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or  
3 exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The  
4 cost of such insurance shall be paid by the Contractor.

5  
6 Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the  
7 liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's  
8 recourse to any remedy available at law or in equity.

9 **8.3.1 Minimum Scope of Insurance**

10  
11 The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- 12  
13 1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles.  
14 Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form  
15 providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide  
16 contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent)  
17 for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act.  
18 The policy shall include a waiver of subrogation in favor of the City.  
19  
20 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a  
21 substitute form providing equivalent liability coverage and shall cover liability arising from  
22 premises, operations, independent contractors, products-completed operations, personal injury  
23 and advertising injury, and liability assumed under an insured contract. There shall be no  
24 endorsement or modification of the Commercial General Liability insurance for liability arising  
25 from explosion, collapse, or underground property damage. The City shall be named as an  
26 additional insured under the Contractor's Commercial General Liability insurance policy with  
27 respect to the work performed for the City, using ISO additional insured endorsement CG 20 10  
28 11 85 or a substitute endorsement providing equivalent coverage.  
29  
30 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of  
31 Washington.  
32  
33 4. Pollution Legal Liability insurance coverage covering any claim for bodily injury, property  
34 damage, cleanup costs, and legal defense expenses applying to all work performed under the  
35 contract, including that related to transported cargo.  
36

37 **8.3.2 Minimum Amounts of Insurance**

38  
39 Contractor shall maintain at a minimum the following insurance limits:

- 40  
41 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and  
42 property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved  
43 by a combination of primary and umbrella policies.  
44  
45 2. Commercial General Liability insurance shall be written with limits no less than three million  
46 dollars (\$3,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate,

1 and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits  
2 may be achieved by a combination of primary and umbrella policies.

- 3  
4 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of  
5 Washington.
- 6  
7 4. Pollution Legal Liability insurance shall be written with limits no less than five million dollars  
8 (\$5,000,000) combined single limit for each pollution condition for bodily injury, property  
9 damage, cleanup costs, and legal defense expense.

10  
11 **8.3.3 Other Insurance Provisions**

12  
13 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile  
14 Liability, Commercial General Liability, and Pollution Legal Liability coverage:

- 15  
16 1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its  
17 officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage  
18 maintained by the City shall be in excess of the Contractor's insurance and shall not contribute  
19 with it. The City, its officials, employees, and volunteers shall be named as certificate holders  
20 and additional Insured's on the Contractor's insurance policy, except for Workers'  
21 Compensation.
- 22  
23 2. Coverage shall state that the Contractor's insurance shall apply separately to each insured  
24 against whom claim is made or suit is brought, except with respect to the limits of the insurer's  
25 liability.
- 26  
27 3. Each insurance policy required by the insurance provisions of this Contract shall provide the  
28 required coverage and shall not be canceled except after thirty (30) days prior written notice has  
29 been given to the City [ten (10) days notice applies to cancellation for non-payment of  
30 premium]. Such notice shall be sent directly to the City. If any insurance company refuses to  
31 provide the required notice, the Contractor or its insurance broker shall notify the City of any  
32 cancellation of any insurance immediately on receipt of insurers' notification to that effect.

33  
34 **8.3.4 Acceptability of Insurers**

35  
36 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

37  
38 **8.3.5 Verification of Coverage**

39  
40 The Contractor shall furnish the City's Risk Manager and City Attorney Department with original  
41 certificates and a copy of the required amendatory endorsements, including, but not necessarily limited  
42 to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at  
43 least a month before the Date of Commencement of Service of this Contract.

44  
45 **8.3.6 Subcontractors**

1 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate  
2 certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject  
3 to all of the same insurance requirements as stated herein for the Contractor, including the requirement  
4 that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's  
5 insurance policy.

#### 6 7 **8.4 Performance Bond** 8

9 The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment  
10 Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the  
11 City in the amount of seven hundred fifty thousand dollars (\$750,000). The bond, letter of credit, or  
12 other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor  
13 shall provide a new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of  
14 its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit,  
15 or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit,  
16 or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days  
17 before its expiration.

#### 18 19 **8.5 Indemnification** 20

##### 21 **8.5.1 Indemnify and Hold Harmless** 22

23 Each Party, its officers, employees, volunteers and agents, shall indemnify, hold harmless and defend  
24 the other Party, its officers, employees, volunteers and agents, from and against any and all claims,  
25 actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and  
26 attorney's fees, related to injuries, sickness or the death of any person, or damage to or destruction of  
27 any property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of  
28 the foregoing collectively, "Claims) arising out of, in connection with, or incident to the work and  
29 services performed under this Contract to the extent of such indemnifying Party's negligence; provided,  
30 however, that:

- 31  
32 1. The indemnifying Party's obligation to indemnify, hold harmless and defend shall not extend to  
33 Claims caused by or resulting from the sole willful or negligent actions or omissions of the non-  
34 indemnifying Party; and
- 35 2. It is specifically and expressly understood and agreed that the indemnification obligations of the  
36 Contractor hereunder constitutes the Contractor's waiver of immunity under Industrial  
37 Insurance, Title 51 RCW, solely for the purposes hereunder.  
38

39 The City shall notify the Contractor in writing of the assertion of any claim against it for which it is  
40 entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such  
41 claim (including the sole right to select and retain counsel of its own choice to represent it in connection  
42 with such claim), and shall not settle the claim without the prior written approval of the Contractor (and  
43 if the Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to  
44 resolve and settle such claim, so long as the City has been absolved of any and all liability). The City shall  
45 be entitled to fully participate with the Contractor in its defense of the City. The City may employ  
46 separate counsel to participate in the investigation and defense, but the City shall pay the fees and costs  
47 of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of

1 claims (including the assertion of counterclaims) against which it is providing indemnity under this  
2 Section. The City shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred  
3 in enforcing Section 8.5.  
4

#### 5 **8.6 Confidentiality of Information**

6  
7 Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, written, printed, graphic,  
8 electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions  
9 thereof prepared in performance of this Contract (the "documents") and maintained or used by the City  
10 may be public records subject to mandatory disclosure upon request by any person, unless the  
11 documents are exempt from public disclosure by a specific provision of law.  
12

13 If the City receives a request for inspection or copying of any such documents, it shall promptly notify  
14 the Contractor in writing regarding the public records request. Consistent with its obligations under the  
15 PRA, the City will give the Contractor up ten (10) business days after such notification within which to  
16 seek a court order prohibiting the release of the documents. The City assumes no contractual obligation  
17 to enforce any exemption.  
18

#### 19 **8.7 Assignment of Contract**

##### 20 **8.7.1 Assignment or Pledge of Money by the Contractor**

21  
22  
23 The Contractor shall not assign or pledge any of the money due under this Contract without securing the  
24 prior written approval of the surety of the Contractor's performance bond and providing at least thirty  
25 (30) day's prior written notice to the City of such assignment or pledge together with a copy of the  
26 surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its  
27 sureties from any obligations or liabilities arising under or because of this Contract. The requirements of  
28 this section shall not apply to the grant of a general security interest in the Contractor's assets to secure  
29 the Contractor's obligations under any loan or credit facility entered into by the Contractor or the  
30 Contractor's parent.  
31

##### 32 **8.7.2 Assignment, Subcontracting, Delegation of Duties**

33  
34 The Contractor shall not assign or sub-contract any of the services provided under this Contract or  
35 delegate any of its duties under this Contract that directly affect Customers or the City without the prior  
36 written approval of the City, which may be granted or withheld in the City's sole discretion.  
37

38 In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain  
39 responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or  
40 other obligor shall also become responsible to the City for the satisfactory performance of the services  
41 to be provided under this Contract. The City may impose conditions of approval on any such assignment,  
42 subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee,  
43 subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to  
44 be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor,  
45 or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract.  
46 The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this  
47 clause.

1  
2 Supplier agreements for composting services, vehicles, part, fuels, and other general supplies are  
3 exempt from this reporting requirement.  
4

5 For the purposes of this Contract, any change of control of the Contractor shall be considered an  
6 assignment subject to the requirements of this section. Nothing herein shall preclude the City from  
7 executing a novation, allowing the new ownership to assume the rights and duties of the Contract and  
8 releasing the previous ownership of all obligations and liability.  
9

### 10 **8.7.3 Change of Trade Name**

11  
12 In the event the Contractor wishes to change the trade name under which it does business under this  
13 Contract, the Contractor shall designate to the City the name, logo, and colors under which it will be  
14 doing business in writing to the City at least thirty (30) days prior to the effective date of its change of  
15 trade name. Within a reasonable period following a change of trade name by the Contractor, all items,  
16 logos, articles, and implements seen by the public shall be changed, including but not limited to  
17 letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items.  
18 Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or  
19 colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the  
20 terms of this section shall result in penalties assessed against the Contractor in accordance with Section  
21 6.1.  
22

### 23 **8.8 Laws to Govern/Venue**

24  
25 This Contract shall be governed by the laws of the State of Washington both as to interpretation and  
26 performance. Venue shall be in Superior Court in the State of Washington for King County, located in  
27 Seattle.  
28

### 29 **8.9 Compliance with Applicable Laws and Regulations**

30  
31 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to  
32 the work to be done under this Contract. Any violation of the provisions of this section shall be  
33 considered a violation of a material provision of this Contract and shall be grounds for cancellation,  
34 termination, or suspension of the Contract by the City, and may result in ineligibility for further work for  
35 the City.  
36

37 The Contractor agrees not to discriminate against any employee or applicant for employment or any  
38 other persons in the performance of this Contract because of race, religion, creed, color, national origin,  
39 marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by  
40 federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without  
41 limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal  
42 Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor  
43 agrees to post in conspicuous places, available to employees and applicants for employment, notices to  
44 be provided by the Contractor setting forth the provisions of this nondiscrimination clause.  
45

46 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial  
47 Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from

1 time-to-time must be complied with, including ergonomic and repetitive motion requirements. The  
2 Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for  
3 the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also  
4 responsible for meeting all local, state, and federal health and environmental regulations and standards  
5 applying to the operation of the collection and processing systems used in the performance of this  
6 Contract.

7  
8 The Contractor is specifically directed to observe all weight-related laws and regulations in the  
9 performance of these services, including axle bridging and loading requirements.

#### 10 11 **8.10 Permits and Licenses**

12  
13 The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied  
14 by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary  
15 to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

16  
17 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not  
18 limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income  
19 taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all  
20 persons, facilities, property, income, equipment, materials, supplies, or activities related to the  
21 Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and  
22 unemployment benefits.

#### 23 24 **8.11 Relationship of Parties**

25  
26 The City and Contractor intend that an independent contractor relationship shall be created by this  
27 Contract. The implementation of services shall lie solely with the Contractor. No agent, employee,  
28 servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or  
29 representative of the City.

#### 30 31 **8.12 Contractor's Relationship with Customers**

32  
33 The Contractor shall not separately contract with Customers for any services covered under this  
34 Contract; however, the Contractor may negotiate separate agreements with Customers for the sole  
35 purpose of compactor leasing, payment for recyclables, or other related services only when not included  
36 in this Contract, provided that Customers are provided separate invoices for those services and that the  
37 Contractor makes it clear to Customers that those services are not provided under this Contract. These  
38 separate agreements must be in writing and shall in no way expressly or by application supersede this  
39 Contract. The Contractor agrees these separate agreements shall not contain durations any longer than  
40 the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such  
41 separate agreements with Customers upon the City's request. The City may, at its sole option, regulate  
42 similar or identical services in the successor to this contract.

1 **8.13 Bankruptcy**

2  
3 It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case,  
4 either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option  
5 of the City, may be terminated effective on the day and at the time the order for relief is entered.  
6

7 **8.14 Right to Renegotiate/Amend**

8  
9 The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its  
10 discretion or based on policy changes, state statutory changes, or County rule changes, Washington  
11 State, or federal regulations regarding issues that materially modify the terms and conditions of the  
12 Contract, including but not limited to any modifications to contracting terms or policies as they relate to  
13 County disposal services the City may also renegotiate this Contract should any Washington State,  
14 County, or city rate or fee associated with the Contract be held illegal or any increase thereof be  
15 rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the  
16 event the City wishes to change disposal locations or add additional services or developments, such as  
17 those identified through a pilot program under Section 4.1.17, to the Contract and to provide full  
18 disclosure of existing and proposed costs and operational impacts of any proposed changes.  
19

20 This Contract may be amended, altered, or modified only by a written amendment or addendum  
21 executed by authorized representatives of the City and the Contractor.  
22

23 **8.15 Force Majeure**

24  
25 Provided that the requirements of this section are met, Contractor shall not be deemed to be in default  
26 and shall not be liable for failure to perform under this Contract if Contractor's performance is  
27 prevented or delayed by Acts of God, including landslides, lightning, forest fires, storms, floods, freezing  
28 and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots,  
29 explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that  
30 are not reasonably within the control of the Contractor, and are not the result of the willful or negligent  
31 act error or omission of the Contractor; and that could not have been prevented by the Contractor  
32 through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this  
33 Contract shall be suspended, but only with respect to the particular component of obligations affected  
34 by the Force Majeure and only for the period during which the Force Majeure exists.  
35

36 The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes  
37 that by virtue of their extent or completeness make the particular goods or services effectively  
38 unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with  
39 respect to any activity performed or to be performed by the Contractor; accidents to machinery,  
40 equipment or materials; unavailability of required materials or disposal restrictions; or general economic  
41 conditions.  
42

43 If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations  
44 under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the  
45 Force Majeure is first known, followed within seven (7) days by a written description of the event and  
46 cause thereof to the extent known; the date the event began, its estimated duration, the estimated time  
47 during which the performance of the Contractor's obligations will be delayed; the likely financial impact

1 of the event; and whatever additional information is available concerning the event and its impact on  
2 the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the  
3 Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably  
4 possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance  
5 under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or  
6 partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding  
7 the disruption in collection service in a manner similar to the notification required in the case of  
8 inclement weather under Section 4.1.7.

9  
10 **8.16 Severability**

11  
12 If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of  
13 the Contract shall remain in full force and effect.

14  
15 **8.17 Waiver**

16  
17 No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying  
18 such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by  
19 either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of  
20 the same right on any subsequent occasion or of any other right at any time.

21  
22 **8.18 Incorporation of Contractor's Proposal in Response to City's RFP**

23  
24 The Contractor's Proposal, dated September 15, 2017 submitted in response to the City's Request for  
25 Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types,  
26 customer service staffing and approach, processing abilities and other commitments made in the  
27 Contractor's proposal and all associated clarifications and supplemental proposal materials or  
28 attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions  
29 of this Contract shall prevail.

30  
31 **8.19 Dispute Resolution**

32  
33 The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by  
34 good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all  
35 Services Included in this Contract. Disputes not resolved in accordance with other provisions of this  
36 Contract or through good faith discussions shall be submitted to non-binding mediation before a  
37 mediator selected from a list of mediators acceptable to both the City and the Contractor. All costs of  
38 mediation, including the City's attorneys' fees and expert witness fees, shall be paid for by the  
39 Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-  
40 binding mediation.

41  
42 **8.20 Entirety**

43  
44 This Contract and the attachments affixed hereto are herein incorporated by reference and represent  
45 the entire agreement or contract terms between the City and the Contractor with respect to the  
46 services to be provided under this Contract. No prior written or oral statement or proposal shall alter  
47 any term or provision of this Contract.

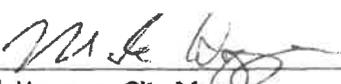
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WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

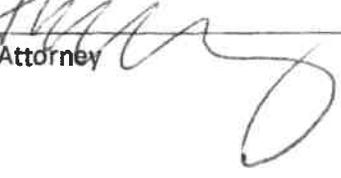
Waste Management of Washington, Inc.

City of Normandy Park

By   
(Print) Jason Rose

By   
Mark Hoppen, City Manager

Approved as to Form:

By   
City Attorney

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2  
3  
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5  
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7

**Attachments**

- Attachment A: Service Area
- Attachment B: Contractor Rates
- Attachment C: Recyclables List
- Attachment D: Rate Modification Example

Service Area



**Attachment B**  
**Monthly Rates Unless Otherwise Specified**

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
<b>Monthly</b>	One 32 gallon Garbage Cart	26	\$ 1.75	\$ 11.70	\$ 13.45
<b>Weekly</b>	One 10 gallon Micro-Can	6	\$ 1.89	\$ 12.60	\$ 14.49
<b>Residential</b>	One 20-gallon Garbage Cart	13	\$ 3.79	\$ 12.92	\$ 16.71
<b>Curbside</b>	1 32-gallon Garbage Cart	21	\$ 6.06	\$ 15.21	\$ 21.27
<b>Service</b>	1 64-gallon Garbage Cart	42	\$ 12.12	\$ 18.73	\$ 30.85
	1 96-gallon Garbage Cart	62	\$ 18.18	\$ 22.31	\$ 40.49
	Additional 32 Gallon Cans (weekly svc)	21	\$ 6.06	\$ 5.21	\$ 11.27
	Extras (32 gallon equivalent)	21	\$ 1.40	\$ 2.60	\$ 4.00
	<b>Miscellaneous Fees:</b>				
	Recycling Only (no garbage service)				\$ 8.53
	1 Food Mini-can				\$ 9.08
	1 35-gallon Compostables Cart EoW Subscription Service				\$ 9.49
	1 64-gallon Compostables Cart EoW Subscription Service				\$ 9.85
	1 96-gallon Compostables Cart EoW Subscription Service				\$ 10.26
	Extra Compostables (32 gallon bag/bundle/can)				\$ 3.00
	Additional Compostables Cart (for excess above limit)				\$ 6.00
	Extended Vacation Hold Fee (per month ) after first month.				\$ 5.00
	Return Trip				\$ 6.00
	Roll-out Charge, per 25 ft, per cart, per time				\$ 3.00
	Drive-in Charge, per month				\$ 6.00
	Overweight/Oversize container (per p/u)				\$ 3.00
	Redelivery of one or more containers				\$ 10.00
	Cart Cleaning (per cart per cleaning)				\$ 10.00
<b>On-Call</b>	Non-CFC Containing Large Appliances ("white goods"), per item				\$ 20.00
<b>Bulky</b>	Refrigerators/Freezers/Air Conditioners per item				\$ 30.00
<b>Waste</b>	Sofas, Chairs, per item	40	\$ 2.69	\$ 17.31	\$ 20.00
<b>Collection</b>	Mattresses, Boxsprings, per item	60	\$ 4.04	\$ 15.96	\$ 20.00
<b>Weekly</b>	One 20-gallon Garbage Cart	13	\$ 3.79	\$ 12.92	\$ 16.71
<b>Commercial</b>	1 32/35-gallon Garbage Cart	21	\$ 6.06	\$ 15.21	\$ 21.27
<b>&amp; Multifamily</b>	1 60/64-gallon Garbage Cart	42	\$ 12.12	\$ 18.73	\$ 30.85
<b>Can and</b>	1 90/96-gallon Garbage Cart	62	\$ 18.18	\$ 22.31	\$ 40.49
<b>Cart</b>	Extras (32-gallon equivalent)	21	\$ 1.40	\$ 2.60	\$ 4.00
	<b>Ancillary Fees:</b>				
	Weekly 35-gal Cart Yard Debris/Foodwaste service				\$ 12.30
	Weekly 64-gal Cart Yard Debris/Foodwaste service				\$ 12.66
	Weekly 96-gal Cart Yard Debris/Foodwaste service				\$ 13.07
	Twice-weekly 35-gal Cart Yard Debris/Foodwaste service				\$ 24.60
	Twice-weekly 64-gal Cart Yard Debris/Foodwaste service				\$ 25.32
	Twice-weekly 96-gal Cart Yard Debris/Foodwaste service				\$ 26.14
	Return Trip				\$ 6.00
	Roll-out Charge, per addit'l 25 ft, per cart, per p/u				\$ 1.50
	Redelivery of containers				\$ 10.00
	Cart Cleaning (per cart per cleaning)				\$ 10.00
<b>Weekly</b>	1 Cubic Yard Container	403	\$ 117.46	\$ 94.44	\$ 211.90
<b>Commercial</b>	1.5 Cubic Yard Container	604	\$ 176.19	\$ 117.78	\$ 293.97
<b>Detachable</b>	2 Cubic Yard Container	806	\$ 234.91	\$ 148.79	\$ 383.70
<b>Container</b>	3 Cubic Yard Container	1,208	\$ 352.37	\$ 195.86	\$ 548.23
<b>(compacted)</b>	4 Cubic Yard Container	1,611	\$ 469.83	\$ 257.91	\$ 727.74
	6 Cubic Yard Container	2,417	\$ 704.74	\$ 366.02	\$ 1,070.76

**Attachment B**  
**Monthly Rates Unless Otherwise Specified**

<b>Commercial Detachable &amp; Multifamily Container (loose)</b>	1 Cubic Yard, 1 pickup/week	134	\$ 39.15	\$ 62.96	\$ 102.11
	1 Cubic Yard, 2 pickups/week	134	\$ 78.30	\$ 125.92	\$ 204.22
	1 Cubic Yard, 3 pickups/week	134	\$ 117.45	\$ 188.88	\$ 306.33
	1 Cubic Yard, 4 pickups/week	134	\$ 156.60	\$ 251.84	\$ 408.44
	1 Cubic Yard, 5 pickups/week	134	\$ 195.75	\$ 314.80	\$ 510.55
	1.5 Cubic Yard, 1 pickup/week	201	\$ 58.73	\$ 78.52	\$ 137.25
	1.5 Cubic Yard, 2 pickups/week	201	\$ 117.46	\$ 157.04	\$ 274.50
	1.5 Cubic Yard, 3 pickups/week	201	\$ 176.19	\$ 235.56	\$ 411.75
	1.5 Cubic Yard, 4 pickups/week	201	\$ 234.92	\$ 314.08	\$ 549.00
	1.5 Cubic Yard, 5 pickups/week	201	\$ 293.65	\$ 392.60	\$ 686.25
	2 Cubic Yard, 1 pickups/week	269	\$ 78.30	\$ 99.19	\$ 177.49
	2 Cubic Yard, 2 pickups/week	269	\$ 156.60	\$ 198.38	\$ 354.98
	2 Cubic Yard, 3 pickups/week	269	\$ 234.90	\$ 297.57	\$ 532.47
	2 Cubic Yard, 4 pickups/week	269	\$ 313.20	\$ 396.76	\$ 709.96
	2 Cubic Yard, 5 pickups/week	269	\$ 391.50	\$ 495.95	\$ 887.45
	3 Cubic Yard, 1 pickup/week	403	\$ 117.46	\$ 130.57	\$ 248.03
	3 Cubic Yard, 2 pickups/week	403	\$ 234.92	\$ 261.14	\$ 496.06
	3 Cubic Yard, 3 pickups/week	403	\$ 352.38	\$ 391.71	\$ 744.09
	3 Cubic Yard, 4 pickups/week	403	\$ 469.84	\$ 522.28	\$ 992.12
	3 Cubic Yard, 5 pickups/week	403	\$ 587.30	\$ 652.85	\$ 1,240.15
	4 Cubic Yard, 1 pickup/week	537	\$ 156.61	\$ 171.94	\$ 328.55
	4 Cubic Yard, 2 pickups/week	537	\$ 313.22	\$ 343.88	\$ 657.10
	4 Cubic Yard, 3 pickups/week	537	\$ 469.83	\$ 515.82	\$ 985.65
	4 Cubic Yard, 4 pickups/week	537	\$ 626.44	\$ 687.76	\$ 1,314.20
	4 Cubic Yard, 5 pickups/week	537	\$ 783.05	\$ 859.70	\$ 1,642.75
	6 Cubic Yard, 1 pickup/week	806	\$ 234.91	\$ 244.01	\$ 478.92
	6 Cubic Yard, 2 pickups/week	806	\$ 469.82	\$ 488.02	\$ 957.84
	6 Cubic Yard, 3 pickups/week	806	\$ 704.73	\$ 732.03	\$ 1,436.76
	6 Cubic Yard, 4 pickups/week	806	\$ 939.64	\$ 976.04	\$ 1,915.68
	6 Cubic Yard, 5 pickups/week	806	\$ 1,174.55	\$ 1,220.05	\$ 2,394.60
	8 Cubic Yard, 1 pickup/week	1,074	\$ 313.22	\$ 329.20	\$ 642.42
	8 Cubic Yard, 2 pickups/week	1,074	\$ 626.44	\$ 658.40	\$ 1,284.84
	8 Cubic Yard, 3 pickups/week	1,074	\$ 939.66	\$ 987.60	\$ 1,927.26
	8 Cubic Yard, 4 pickups/week	1,074	\$ 1,252.88	\$ 1,316.80	\$ 2,569.68
	8 Cubic Yard, 5 pickups/week	1,074	\$ 1,566.10	\$ 1,646.00	\$ 3,212.10
	Extra loose cubic yard in container, per pickup	134	\$ 9.04	\$ 0.96	\$ 10.00
	Extra loose cubic yard on ground, per pickup	134	\$ 9.04	\$ 10.96	\$ 20.00
	<b>Detachable Container Ancillary Fees (per occurrence):</b>				
	Stand-by Time (per minute)				\$ 1.60
	Container Cleaning (per yard of container size)				\$ 10.00
Redelivery of Containers				\$ 20.00	
Return Trip				\$ 10.00	
	<b>Service Level (based on pick ups)</b>	<b>Daily Rent</b>	<b>Monthly Rent</b>	<b>Delivery Charge</b>	<b>Haul Charge</b>
<b>Commercial Drop-box Collection</b>	Non-compacted 10 cubic yard Drop-box	\$ 2.49	\$ 49.70	\$ 117.33	\$ 154.59
	Non-compacted 15 cubic yard Drop-box	\$ 2.57	\$ 51.30	\$ 117.33	\$ 154.59
	Non-compacted 20 cubic yard Drop-box	\$ 3.42	\$ 68.40	\$ 117.33	\$ 154.59
	Non-compacted 25 cubic yard Drop-box	\$ 4.28	\$ 85.56	\$ 117.33	\$ 154.59
	Non-compacted 30 cubic yard Drop-box	\$ 5.13	\$ 102.60	\$ 117.33	\$ 154.59
	Non-compacted 40 cubic yard Drop-box	\$ 6.84	\$ 136.80	\$ 117.33	\$ 154.59
	Compacted 10 cubic yard Drop-box			\$ 117.33	\$ 176.11
	Compacted 20 cubic yard Drop-box			\$ 117.33	\$ 176.11

**Attachment B  
Monthly Rates Unless Otherwise Specified**

	Compacted 25 cubic yard Drop-box			\$ 117.33	\$ 176.11
	Compacted 30 cubic yard Drop-box			\$ 117.33	\$ 176.11
	Compacted 40 cubic yard Drop-box			\$ 117.33	\$ 176.11
	<b>Drop-box Ancillary Fees</b>				<b>Per Event</b>
	Return Trip				\$ 25.00
	Stand-by Time (per minute)				\$ 1.60
	Container cleaning (per yard of container size)				\$ 10.00
	Drop-box directed to other facility (per one-way mile)				\$ 3.00
		<b>Pounds</b>			
	<b>Service Level</b>	<b>Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Haul Charge</b>
<b>Temporary Collection Hauling</b>	2 Yard detachable Container	269	\$ 18.07	\$ 34.34	\$ 52.41
	4 Yard detachable container	537	\$ 36.14	\$ 59.52	\$ 95.66
	6 Yard detachable container	806	\$ 54.22	\$ 84.47	\$ 138.69
	8 Yard detachable container	1,074	\$ 72.29	\$ 113.96	\$ 186.25
	Non-compacted 10 cubic yard Drop-box				\$ 161.48
	Non-compacted 20 cubic yard Drop-box				\$ 161.48
	Non-compacted 30 cubic yard Drop-box				\$ 161.48
	Non-compacted 40 cubic yard Drop-box				\$ 161.48
	<b>Service Level</b>			<b>Delivery Fee</b>	<b>Monthly Rental</b>
<b>Temporary Collection Container Rental and Delivery</b>	2 Yard detachable container			\$ 117.33	\$ 39.00
	4 Yard detachable container			\$ 117.33	\$ 42.00
	6 Yard detachable container			\$ 117.33	\$ 43.50
	8 Yard detachable container			\$ 117.33	\$ 54.00
	Non-compacted 10 cubic yard Drop-box			\$ 117.33	\$ 74.55
	Non-compacted 20 cubic yard Drop-box			\$ 117.33	\$ 132.48
	Non-compacted 30 cubic yard Drop-box			\$ 117.33	\$ 153.90
	Non-compacted 40 cubic yard Drop-box			\$ 117.33	\$ 205.20
<b>Event Services</b>					<b>Per Day</b>
	Delivery, provision, collection of a set of 3 carts (G, R &C)				\$ 25.00
<b>Hourly Rates</b>	<b>Service</b>				<b>Per Hour</b>
	Rear/Side-load packer + driver				\$ 129.13
	Front-load packer + driver				\$ 129.13
	Drop-box Truck + driver				\$ 129.13
	Additional Labor (per person)				\$ 64.57

Attachment C: Recyclables List

Limitations

Handling Instructions

Curbside

Call-in

Recyclable Item

Recyclable Item	Curbside	Call-in	Handling Instructions	Limitations
Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers	X		Place in recycling Container	
Appliances (large) – Refrigerators, freezers, stoves, dishwashers, washing machines, water heaters		X	Call to request pick-up at least 24 hours before regular collection day	Single family only.
Appliances (small) – Microwave ovens, toaster ovens		X	Call to request pick-up at least 24 hours before regular collection day	Single family only.
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Container. Corrugated cardboard boxes larger than three (3) feet square must be flattened	
Electronics – Computer equipment, VCRs, DVD players, audio equipment, televisions, cell phones and other equipment containing circuit boards		X	Call to request pick-up at least 24 hours before regular collection day	Scrap electronics that are no bigger than 2 feet by 2 feet per unit in size and less than 60 pounds per unit. Single family only.
Fluorescent Tubes and Bulbs	X		Wrap tubes in newspaper and secure with tape. Mark "Fluorescent Tubes". Place bulbs in a sealed bag. Place next to recycling cart.	Limit: Two (2) tubes per collection, ten (10) tubes per year. No tubes longer than 4 feet. Single family only.
Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in recycling Container.	
Household Batteries – All alkaline, button, and rechargeable batteries	X		Place rechargeable and non-rechargeable batteries in separate, sealed clear bags. Place on top of recycling Cart.	Single family only.
Motor Oil	X		Place in screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.	Up to three (3) gallons of motor oil per week that is free from contaminants
Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Container.	
Paper Containers – All empty paper cups and paper food cartons.	X		Empty, clean, place in recycling Container.	
Plastic Containers – All plastic bottles, jugs, tubs, lids >3", and containers, including plastic drink cups, clamshells, food containers and trays, plant pots, over-the-counter pill bottles	X		Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
Polycoated Cartons and Boxes – All plastic coated cartons, beverage cups, and boxes	X		Flatten, empty, clean, and place in recycling Container.	

Attachment C: Recyclables List

Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
<b>Rigid Plastics</b> – All five-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, plastic toys, coolers, and Nalgene bottles	X	X Large Items	Place items in or next to recycling Cart. One dimension of object must be less than 2".	Call at least 24 hours before regular collection day to collect large (i.e. all dimensions greater than 2"). Single family only.
<b>Scrap Metal</b> – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants	X	X Large Items	Small Items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large Items: Call to request pickup at least 24 hours before regular service day. Place in recycling Container.	Small Items: Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts. Large Items: Larger than 2' x 2'. Call to request pick-up. Single family only
<b>Tin Cans</b> – All clean food and beverage tin cans and tin lids 3" or larger <b>Used Cooking Oil</b>	X		Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.

**Attachment D**  
**Fee Modification Examples**

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

**Collection Component Adjustment**

The sum of the collection and Administrative Fee components listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times \left[ 1 + \frac{nCPI - oCPI}{oCPI} \right]$$

- Where
- NCC = The new collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the customer rate for a particular service level; and
  - PCC = The previous collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the Customer rate for a particular service level; and
  - nCPI = The most recent June CPI value; and
  - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2019.

**Disposal Component Adjustment**

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

**Step 1:**

$$A = ODC \times \frac{NTF}{OTF}$$

**Step 2:**

$$NDC = A + [(A - ODC) \times CETR]$$

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- Where NDC = The new disposal charge component of the customer rate for a particular service level; and
- NTF = The new disposal fee, dollars per ton; and
- ODC = The old disposal charge component of the customer rate for a particular service level;
- OTF = The old disposal fee, dollars per ton; and
- A = Pre-excise tax adjusted disposal component; and
- CETR = Current excise tax rate (the current State excise tax rate; 0.015 used for this example).

For example, using an initial one 32-gallon cart rate of \$21.27 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$134.59 to \$140 per ton starting on January 1, 2020, the old disposal component is \$6.06, and the State Excise Tax rate is 0.015, the January 2020 Customer charge for one 32-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$15.21 \times \left[ 1 + \frac{(144.3-143.2)}{(143.2)} \right] = \mathbf{\$15.22}$$

- New Disposal Component      Step A calculation (as on previous page):  
 $[\$6.06 \times (140/134.59)] = \$6.30$
- Step B calculation (as on previous page):  
 $\$6.30 + [(\$6.30 - 6.06) \times 0.015] = \mathbf{\$6.30}$

Thus, the new Customer charge for one 32-gallon cart per week Residential Curbside service will be the **\$15.22** collection component plus the **\$6.30** disposal component, equaling **\$21.52**.